

1771  
UNION SHOP  
CONTRACT

K-2350

**AUTOMATIC MACHINE DEPARTMENT  
WORKERS**

between



**SAINT-GOBAIN CONTAINERS**

and the



**GLASS, MOLDERS, POTTERY,  
PLASTICS & ALLIED WORKERS  
INTERNATIONAL UNION  
AFL-CIO, CLC**

**Local Union No.  
30, 39, 50, 71, 75, 111, 121, 125, 166,  
169, 193, 222, 226, 239, 253 & 254**

**EFFECTIVE - 4-1-05  
EXPIRES - 3-31-08**



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169, 193, 222, 226, 239, 253 & 254**

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## **PLEDGE TO THE FLAG**

"I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands - one nation under God, indivisible, with liberty and justice for all."

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## **PREAMBLE**

The intent and purpose of this Union Shop Contract is to maintain and further harmonious labor-management relations upon a constructive and sound foundation. This foundation has, as its cornerstone, full acceptance and recognition of the obligations and rights of both parties. This foundation embraces a true spirit of full cooperation, with both parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous industry.

## **ARTICLE 1**

### **Duration and Changes**

Section 1. This Contract shall become effective **April 1, 2005** and remain in full force and effect through **March 31, 2008**.

Section 2. If changes are desired by either party, notice shall be given to the other party sixty (60) days prior to the expiration date of this Contract.

Section 3. The parties shall hold a conference at a mutually agreeable time and place prior to the expiration date of this Contract.

The Company shall meet with the Local Union and their International Representatives ninety (90) days prior to the expiration date of this Contract and reduce all Local Union Agreements to writing. A copy of same shall be sent to the International and Local Unions.



## **ARTICLE 2**

### **Union Recognition and Jurisdiction**

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all hourly-rated employees who are regularly assigned to the Forming and Machine Repair Departments, except those employees on jobs presently covered by the Production and Maintenance Contract, supervisors and employees represented by other unions and excluded by law, in all of the glass container manufacturing plants of the Company. The labor grades and their rates of pay for all employees under the jurisdiction of the Contract, except those of Apprentices and Journeymen regularly assigned to the Forming and Machine Repair Departments shall be referred to as Schedule "A" and shall be included in the printed Contract. The representation of all employees under the jurisdiction of this Contract by local agreements shall remain unchanged. When the pronoun he, his or him appears in this Contract, such reference shall include both male and female employees, unless the meaning is clearly and specifically to the contrary.

Section 2. As a continuing condition of employment, all employees of the Company now or hereafter coming under the jurisdiction of this Contract, shall become and remain members of the Union on the thirtieth (30th) day following the beginning of such employment or the execution, or effective date of this Contract, whichever is later, all to be enforced and applied in accordance with the provisions of Section 8 (a) (3) of the Labor- Management Relations Act of 1947, as amended.

Section 3. The operation of any and all types and kinds of automatic glass gathering, blowing and pressing machines coming in the future under the jurisdiction of the Union shall come under these same rules and wage scales.

Section 4. In states where, by law, employees may not be required to become members of the Union as a condition of employment, then to the extent permitted by law, all such employees who do not become members of the Union after thirty (30) calendar days, the effective date or the execution date of this Contract, whichever is later, shall, as a condition of employment, pay to the Union each month an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees who do not choose to become members of the Union, such payments shall commence thirty (30) calendar days following the effective date or the execution date of this Contract, whichever is later. The Union agrees to indemnify the Company against claims made against it as a result of the application of this Article.

Section 5. As a supplement to this Contract, a Schedule "A" covering classifications or labor grades and rates of pay under the jurisdiction of this Contract, will be included in this Contract.

Section 6. Whenever a permanent opening exists for a Machine Operator, that opening may be permanently filled by either (1) hiring a Journeyman Operator, or (2) designating a senior qualified Apprentice.

The Company shall have a period of thirty (30) days to either fill the opening with a Journeyman or designate an Apprentice. When the Company elects to hire a journeyman, the Company will discuss the anticipated hiring and the qualification of the applicants with the Union.

Section 7. It is further agreed that any group of employees who are employed in any glass container

plant of the Company, which plant was not in existence or owned or controlled by the Company on April 1, 2005, and who comprise an appropriate bargaining unit and for whom the Union becomes the recognized or certified bargaining agent shall automatically be included and covered by this Contract and shall be made a party hereto as of the date of such recognition or certification.

### **ARTICLE 3**

#### **Labor-Management Meetings**

A **local** Labor-Management meeting will be held once each contract year at the plant locations. Two **national** Labor-Management meetings, including all plants of the Company, will be held during the term of this contract at a time and place agreeable to the International Union and the Company. The Company will pay for coach transportation to and from the meeting and appropriate compensation including Combined Rate, where applicable, for each day of the scheduled meeting, plus travel time to and from the meeting. The meetings shall be limited to a discussion of written agenda items prepared and agreed to 30 days in advance by the Company and the Union.

**The Company will notify the Local Union in writing 60 days in advance of a national Labor-Management meeting. Notice should include date and locations.**

### **ARTICLE 4**

#### **Management Rights**

The Union recognizes the right and responsibility of the Company to manage its plants and to direct its working forces. All rights of the Company which have not been

specifically abridged or modified by this Contract are retained by the Company.

## **ARTICLE 5**

### **Union Rights**

Section 1. The Company agrees that, subject to the provisions of this Contract, the Union shall at all times be free to exercise its rights to advance the best interest of and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be restrained or coerced or discriminated against, in any manner, because of his membership in and for activities on behalf of the Union or its constituent Local Union.

Section 2. The Business Committee and/or Shop Steward and/or Officers shall be permitted to conduct legitimate business dealing with Union-Management matters after first notifying supervision. During working hours supervision shall, as promptly as possible, release such individuals for these purposes. This privilege shall be exercised reasonably. Local Unions shall submit a list of the names of Shop Stewards and members of the Business Committee to the Company. The Company agrees not to shift Shop Stewards arbitrarily as long as their seniority protects them. No Local Union Officer, Committeeman, or Steward shall be intimidated or disciplined for the legitimate and reasonable exercise of his rights under this Article.

Section 3. The accredited International Representative of the Union shall, after first advising plant management of such visit and its purpose, be granted the right to visit the plants in matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Contract.

The Local Union President or his designee shall be granted the right to visit the plant in which he is employed, after requesting such permission from the local plant management, to investigate matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Contract.

Section 4. The Company shall provide and maintain an appropriate number of glass enclosed bulletin boards for the exclusive use of the Union or its Local Union. Only items of Union business signed by an officer of the Union or its Local Union may be posted.

Section 5. When an employee is called to full-time duty by the Local Union or International Union or by the AFL-CIO or is elected to Federal, State, or Local Office, he shall be granted leave of absence up to five (5) years and must renew his leave of absence each of these five (5) years with the Plant Manager. Upon termination of such duties, he may return to work covered by this Contract, taking his position on the seniority list indicated by his years of service including the time spent on such duties for which leave was granted.

Section 6. The Company will comply with reasonable requests from the Union for information necessary to properly represent their membership. A Local Union representative will also be included in any benefit conference between the Company and an employee when the employee requests such representation.

Section 7. When a meeting is held, which may lead to disciplinary action against an employee, such employee will, unless he refuses, have a Union Representative present at the meeting.

Section 8. Local Plant Management and the Local Union Business Committee will meet once each month, if requested, as necessary in order to discuss matters of mutual concern. Written agendas will be prepared five (5) working days prior to such meeting. Responses to any unanswered issues will be provided, in writing, by Local Plant Management or Local Union Officers within ten (10) business days following the meeting. This meeting will not serve to circumvent the grievance procedure.

Section 9. It is agreed that during the orientation of new employees, the Local Union President or his designee will be allowed at least thirty (30) minutes during such orientation, without the employer present, to review the benefits of Union Membership. New hires may sign Union Authorization Cards at this meeting.

Section 10. The Local Union and the employee shall receive a copy of all written, formal disciplinary action taken against an employee of the Company within forty-eight (48) hours of such disciplinary action.

Section 11. In the event the GMP International Union has any organizing campaign involving any group of hourly paid production employees who are employed in any glass container plant of the Company, the Company agrees to maintain a neutral position. No supervisors, managers, or agents of the Company will take a position in organizing campaigns in opposition to representation by the Union.

If the Union claims majority status, the Company shall agree to a count of authorization cards to be conducted by any arbitrator regularly employed by the parties in that geographical area. Upon certification from the arbitrator that a majority of the workers have signed authorization cards, the Company agrees to recognize the Union.

Disputes concerning the scope of the unit, placement, voter eligibility, or improper conduct by either party shall be decided by the arbitrator. He shall be empowered to order a remedy for any breach of neutrality or other misconduct.

## **ARTICLE 6**

### **Hiring, Releasing, Quitting, Discharging & Discipline**

Section 1. The right of the Company to hire and to discharge and discipline employees for just cause is hereby acknowledged. Such discharge shall be in accordance with the provisions of Section 4 of this Article. In the event the Company is unable to secure employees for the jobs covered by this Contract, the Company shall request the International Union to recommend employees in the classification needed.

Section 2. Any employee under the jurisdiction of this Contract who desires to quit work shall give five (5) working days' prior notice to his employer and shall continue working in accordance with the factory schedule during said notice period. It is agreed that such employee may rescind the notice of intent to quit at any time during the given notice period.

#### **Section 3.**

- (a) If the Company decides to release an employee, the Company must give five (5) working days' notice in writing or pay the employee five (5) days' wages, except in cases of disaster, fire, explosion, etc. This does not apply to lay-offs, or furloughs, beyond the control of the Company. The word release shall not include discharges for just cause or temporary layoff of three (3) days or less.

- (b) If an employee gives notice as required by this Section, the Company will allow the employee to work out the notice or pay the employee for all work days of the notice the employee is not allowed to work, through the five (5) day period except in cases of disaster, fire, explosion, etc. This does not apply to layoffs or furloughs beyond the control of management. This section applies only to Burlington, WI, Milford, MA, Pevely, MO, Sapulpa, OK, Waxahachie, TX and Wilson, NC plants.

Section 4. No employee shall be summarily discharged. In all cases in which the Company concludes that an employee's conduct may justify discharge, the employee shall be suspended in the Plant within the presence of a Union official, initially for not more than three (3) working days. The Local Union shall be notified in writing at the time of suspension. During such suspension period, the Company will meet with the Union and review the facts of the case. Prior to the end of the suspension period, the Company shall notify the Local Union President in writing of its final action and the grievance procedure can be invoked immediately.

Section 5. In the event discipline becomes necessary for any reason, the disciplinary action will be effective within **three (3) working days** after the discovery and investigation of the offense. However discipline taken under the Company's absentee control program must be issued by the end of the scheduled hours of the tenth (10th) working day after the offense that discipline is deemed by the Company as necessary.

**Section 6.** Upon any discharge under this Article, the Shop Steward and President of the Local Union shall be notified in writing immediately.



**Section 7.** Circumstances which could have a mitigating effect on discipline will be considered in assessing discipline.

**Section 8.** In cases where suspension becomes necessary, such suspension shall be for consecutive working days. The Company may delay the start of disciplinary suspension, if any day of such suspension is Sunday. No employee shall lose holiday pay as a result of such suspension.

## **ARTICLE 7**

### **Check-Off**

**Section 1.** The Company shall check off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct each week such dues in the amounts certified to the Company by the Secretary-Treasurer of the International Union and once each month and not later than by the tenth (10th) day of the month following the month for which deductions were made, send to the International Union and to the Local Union their respective shares as certified by the Secretary-Treasurer of the International Union, and will supply the International Secretary-Treasurer of the Union and the Financial Secretary of each Local Union a list of all members with their addresses and Social Security numbers who have had their dues deducted in the regular dues deduction period. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article. The check-off list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such submissions. The payment of dues shall be by electronic transfer. Each Local Union covered by this agreement will have the option of receiving the

check-off list and/or payment of dues in the same electronic format.

Section 2. New employees may sign check-off authorization and application blanks upon receiving employment. After thirty (30) calendar days the Company shall then process each new employee in accordance with the first Section of this Article. The International Union shall supply the Company with all necessary forms.

Section 3. The Company shall check off Political Action Committee (PAC) contributions on presentation of PAC check-off *authority signed by the employee*. The Company will make such PAC deductions weekly in the amount authorized by the employee on the PAC check-off authorization form. The Company will then, once each month, send to the Secretary-Treasurer of the International Union and to the Financial Secretary of the Local Union their respective shares as designated on the employee's PAC check-off authorization form. The Company will, at the time the monthly remittance is made, furnish to the International Union and the Local Union a list of the employees who have made contributions for the month *and the amount of the contribution made*. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

## **ARTICLE 8**

### **Membership List**

Each employee shall be responsible for furnishing to the Human Resource Office of his employer and to the Recording Secretary of the Local Union his mailing address, social security number, and a telephone number at which he can be reached and shall likewise furnish changes in his mailing address and telephone number. Such mailing address and telephone number may be used by his employer in giving any notice to the employee which may be required under any of the Articles of this Contract. The Company shall the first week of every month furnish the Secretary-Treasurer of the International Union and each Local Union involved with a current and corrected list of names and addresses of employees coming under the jurisdiction of this Contract.

Such list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such electronic list. Each Local Union covered by this agreement will have the option of receiving the list in the same electronic format.

## **ARTICLE 9 (a)**

### **Seniority**

Following language applies ONLY to the following listed locals and plants:

Local Union #50,	Seattle, WA
Local Union #75,	Port Allegany, PA
Local Union #71,	Lincoln, IL
Local Union #222,	Henderson, NC
Local Union #253	Ruston, LA

This seniority language DOES NOT apply to any other local unions or plants, except those listed in this Article 9 (a).

Section 1. During periods of layoffs making a reduction in the working force necessary, Apprentice Machine Operators shall be the first laid off the machines; however employees shall have the right to volunteer for the layoffs for a specified time only. Senior employees shall have first choice of layoff, provided Journeymen Machine Operators and Machine Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

Section 2. If further reduction of the work force is necessary, those employees with least seniority shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

In the event of reduction of the working force, department seniority shall be the sole determining factor in cases of layoff or recall, for all employees under the jurisdiction of this Contract, with the exception of Apprentice Operators, Journeymen Machine Operators and Machine Upkeep Men.

If an employee is laid off and his department seniority does not protect him, then the following procedure will be used in the exercising of his seniority:

- (a) The affected employee would exercise his dormant seniority in any department where dormant seniority is held.

- (b) He may be placed in any department suitable to the affected employee, where there is an available opening.
- (c) If an employee is not protected under (a) or (b), the affected employee would then be free to exercise his plant seniority to replace the least senior employee in the plant.

It is understood that the employee must have the ability to perform the job. Any employee affected under this Article will be recalled to his former department by department seniority. It is further understood that the Production and Maintenance Department is to be included in the application of this section.

Section 3. In the case of temporary layoffs, as hereinafter defined, shift seniority shall apply immediately in accordance with the provisions of Section 1. Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes temporary layoffs shall be defined as not exceeding five (5) working days. When the layoff will exceed three (3) working days, or in the case of a color change five (5) working days, the seniority provisions of Section 1 and Section 2 shall apply.

Section 4. In like manner, a rehiring of employee laid off under this Article shall be handled in the reverse order of their layoff.

Following any furnace repair, extended machines shutdown or temporary transfer to a higher rated job, the affected Journeyman Machine Operator shall, if he so requests, be reassigned to the same machine he operated prior to such event.

Seniority will accumulate for ninety (90) days only during periods of layoff. A layoff of five (5) years will not be considered as a termination and will not cancel seniority and re-employment rights. A layoff of longer than five (5) years will be considered as a termination and will cancel seniority and re-employment rights; however, the Company may, at their discretion, rehire such a person as a new employee. When a layoff is caused by the permanent shutdown of a plant or department, seniority will accumulate for ninety (90) days only, but past seniority will be restored if the employee is recalled to reopening of that plant, or to a new plant, under this Contract, in the same general location of layoff. Recall rights of employees with less than five (5) years of service will terminate when the length of their continuous layoff equals their seniority except the minimum amount of recall rights will be three (3) years.

**An employee absent from work for five (5) consecutive working days without notifying his supervisor will be considered a voluntary quit and will cancel all previous seniority.**

Section 5. Seniority plus ability shall govern in cases of promotion.

The Company shall post job vacancies, including day jobs, under the jurisdiction of this Contract for a period of seven (7) days. The employee with the most department seniority shall be awarded the job, providing he has the ability to perform the job.

The person who is awarded a job bid will be placed on the job and will be placed in the proper labor grade for insurance and pension purposes not later than fifteen (15) days following the day of the award unless extenuating circumstances would prevent such placement. The

successful bidder will be notified of the award within five (5) days after posting is taken down.

An employee who is awarded a promotion shall be given a reasonable trial period of ninety (90) days in order to demonstrate his ability to perform the work required by the job. If during the ninety (90) days trial period, such employee cannot perform the work in a satisfactory manner, such employee may be returned to his former classification, in accordance with local practice.

Employees may bid laterally or down to a lower rated job one time each Contract year during the term of this Contract. Exceptions (additional bids) will be allowed for health reasons.

Section 6. Any employee under the jurisdiction of this Contract transferred to a non-supervisory position not under this Contract may be returned by the Company to a job under this Contract without loss of seniority already earned.

Section 7. Employees within the plant shall be considered for job openings on starting jobs in the Automatic Machine Department before employees are hired from other sources.

Section 8. Any dispute arising under this Article may be referred to the Grievance Procedure.

Section 9. If an employee is laid off and at the time of layoff is performing the job despite some injury or disability, he shall be recalled to work in the order of his seniority. The fact that the employee had previously been disabled shall in no way prejudice his right to recall.

Section 10.

- (a) Employees transferred to supervisory positions from the bargaining unit on a permanent basis shall retain but not accumulate seniority. In the event that such employee is subsequently transferred back into the unit within six (6) months, he may resume his old job or whatever lesser job his seniority entitles him to and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union. In the event that such employee is subsequently transferred back into the unit after six (6) months, he shall return to an entry level job and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union.
- (b) Temporary vacancies in supervisory positions may be filled by unit employees, not to exceed ninety (90) days per calendar year for any one unit employee, unless an extension is mutually agreed to by the Company and the Local Union. *The Company shall notify the Local Union in writing when such transfers exceed thirty (30) days.*

Section 11. Leave of absence may be granted at the judgment of the Company, not to exceed one year. If leave extends one year or less, the employee accumulates seniority.

Section 12. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An



additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in this prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period.

Section 13. All practices and Local Agreements pertaining to seniority with respect to the AMD that were in effect on March 31, 2005 unless changed by mutual agreement shall continue in full force and effect for the duration of this Contract.

#### **ARTICLE 9(b)** **Seniority**

Following language applies ONLY to the following listed locals and plants:

Local Union #111,	Carteret, NJ
Local Union #166,	Dolton, IL

This seniority language DOES NOT apply to any other local unions or plants, except those listed in this Article 9 (b).

Section 1. Seniority will commence from the date of the employee's first day of work but will not be effective until the thirtieth (30th) day after employment and will accumulate during his course of employment as prescribed in the following regulations. It is understood that once a seniority date is established under this Section, that date will not be adjusted.

Seniority will terminate when an employee:

- (a) quits
- (b) is discharged for just cause
- (c) fails to return from layoff within five (5) calendar days after being notified unless the Company has been notified and has agreed to an extension of time. The Company agrees to notify by Registered Mail those employees they are unable to contact. The Local Union will be notified of action taken under this Section.
- (d) is not recalled from layoff based on the following schedule. An employee will retain recall rights for a maximum period of five (5) years of continuous layoff, provided the employee has at least five (5) years of continuous service. For an employee with less than five (5) years of continuous service the number of years for retention of recall rights will equal the number of whole years of continuous service, with three (3) years being the minimum number of years of retention of recall rights for any employee.
- (e) is absent from work for five (5) consecutive working days without notifying the company. This employee will be considered a voluntary quit.
- (f) has been absent for sickness or injury and does not return to work as soon as he is physically able to perform the work. Medical leave is not to exceed five (5) years from the last day worked, provided the employee has at least five (5) years of continuous service. For an employee

with less than five (5) years of continuous service, the maximum number of years of medical leave will equal the number of whole years of continuous service, with three (3) years being the maximum number of years of medical leave for employees with less than four (4) whole years of continuous service.

- (g) does not return from a leave of absence. Such a leave of absence may be granted at the discretion of the Company not to exceed one (1) year. If an employee does return to work from leave in less than one (1) year, seniority shall accumulate.

In the event of a layoff in a plant affecting an employee who is on sick leave, or on leave of absence, his sick leave or leave of absence is cancelled as of the date of his layoff and his seniority will be figured just as though he had not been on leave.

In the event an employee on layoff less than the schedule in Section 1 (d) cannot return to work when recalled, due to sickness, he will be placed on sick leave and, provided he returns to his job as soon as he is able to work, seniority from the date of recall will be credited to his seniority record.

The only exception to this rule is with respect to an employee on sick leave due to an occupational injury for which the employee is drawing compensation. Such sick leave is not cancelled if a layoff occurs in the plant and the employee will continue to accumulate seniority until physically able to return to work, at which time his layoff will be effective.

Section 2. Probationary Period. The first thirty (30) calendar days from the first day worked of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during the probationary period is not a subject for grievance. Any such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in his probationary periods within one year prior to such rehire toward the completion of his probationary period. On multiple hirings into the plant, new hires with the same seniority date shall draw numbers for their sequence on the seniority roster.

Section 3. Employees rehired by the Company or having previous job experience in the job for which they have been hired or rehired shall receive a rate for the job for which they have been hired or rehired which is commensurate with their experience and qualifications.

Section 4. Job Postings. Permanent job vacancies in new and existing jobs listed in the job groupings shall be filled on the basis of plant seniority plus ability among those employees who sign the job posting. Employees within the plant shall be considered for job openings on starting jobs in the Forming Department before employees are hired from other sources.

- (a) The Company shall post permanent job vacancies for seven (7) working days. The posting will include job title, normal work schedule, applicable hourly rate, job description and qualifications required. An employee who is interested in a job vacancy that may be posted while he is on

vacation shall sign a notification form in the personnel department prior to each vacation period. This notification shall be considered as a valid job bid for the specific job(s) posted and listed in his notification during the term of his vacation. When job is awarded, a notice will be posted indicating the successful bidder

- (b) Employees may bid laterally or down to a lower rated job one time each Contract year during the term of this Contract. Exceptions (a lditional bids) will be allowed for health reasons
- (c) An employee interested in the job posted must sign the bid to be considered for the opening.
- (d) An employee who is awarded a job will be placed on the job within 15 days of the award unless extenuating circumstances would prevent such placement. The employee will be given a reasonable trial period in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, he will be returned to his former job.
- (e) An employee who is awarded a job may elect to return to his former job within thirty (30) days. This option may be exercised on a specific job only once during the term of this Contract.
- (f) Based on seniority and ability employees from the Forming Department, except Apprentice Operators, will be allowed to bid into the Production and Maintenance Unit for training on a posted job eventually leading to a higher base rate. A successful bidder will be placed at the

entry rate for such job. An Apprentice Operator may bid into the Production and Maintenance Unit, including lateral or down-bids in accordance with Section 4(b) of this Article but will retain no seniority rights in the Forming Department and will not be able to return to the Forming Department in the event of a layoff under the provisions of this Article.

## Section 5. Layoff and Recall.

- (a) In the case of a reduction of the work force the employee with the least plant seniority on the jobs affected shall be the first laid off provided the employees remaining on the job have the skills and qualifications to perform the work required.

If an employee's plant seniority does not protect him in his job, he will be transferred to his previous job, provided he has the physical capability and the ability to perform the job. In the event he has no seniority rights in the previous job, he will be permitted to use his plant seniority to replace the least senior employee, in a job he has demonstrated the ability and has the physical capability to perform, or the least senior employee in a job identified by an asterisk in the job groupings, provided the employee is physically capable and has the ability to perform the job.

It is understood that in the event an employee claims a job in a layoff situation, the employee will retain no jurisdictional rights to that job once he has been returned to his permanent job classification.

- (b) In the case of temporary layoffs, as hereinafter defined, plant seniority on the shift shall apply immediately in accordance with the provisions of Section 5 (a). Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes temporary layoffs shall be defined as not exceeding five (5) working days. When the lay-off will exceed three (3) working days, or in the case of a color change, five (5) working days, the seniority provisions of Section 5 (a) shall apply.
- (c) The recall of employees laid off under provisions of this Article shall be in reverse order of their layoff.
- (d) It is the responsibility of each employee laid off to notify the plant personnel office of the address and telephone number where they are to be contacted for recall from layoff. This information will be available to Local Union officers.
- (e) In the Forming Department, during periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off the machines, provided Journeymen Machine Operators and Machine Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

If further reduction of the work force is necessary, those employees with least seniority shall be laid off. It is further understood that Journeymen Machine Operators retained under

this Article shall accept the responsibility of maintaining regular production levels.

- (f) During a curtailment of the work force in the Maintenance Department, apprentices shall be laid off first before journeymen. However, when an apprentice obtains six-thousand (6,000) OJT hours within the Apprenticeship Program, he shall be able to exercise seniority to displace a journeyman hired after the commencement of the apprentice's training, if the journeyman was hired from outside the Company.

#### Section 6. Transfers.

- (a) Any employee under the jurisdiction of this contract transferred to a position not under this Contract may be returned by the Company to a job under this Contract within six (6) months without loss of seniority already earned. During this six (6) month period, said employee may return to his former position, displacing the employee last placed in that position provided he has the seniority. If his seniority will not permit him to return to his former position, he may be returned to a job for which he is qualified in line with his seniority previously earned or to an entry level job. Each employee displaced will be returned to his previous job and replace the last person placed in that job. It is understood that after one year the transferred employee will retain no rights under the terms of this contract. Employees transferred to a position not under this contract shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit.



- (b) Temporary vacancies in supervisory positions may be filled by unit employees, not to exceed 90 days per calendar year for any one unit employee, unless an extension is mutually agreed to by the Company and the Local Union. The Company shall notify the Local Union in writing when such transfers exceed thirty (30) days.
- (c) Temporary transfers from one job to another anticipated to exceed thirty (30) days will be posted in accordance with Section 4 of this Article.
- (d) Employees transferred to another plant covered by this Contract will retain their credited length of service for pension and vacation benefits. Seniority at the plant transferred to will commence as of the employee's first day worked at that plant.

Section 7. Leave, Union Business. Upon request of the International President of the Union, employees shall be granted a leave of absence to serve the International Union for a period up to one (1) year and renewable yearly thereafter at the request of the International President for a total of five (5) years without loss of seniority accumulated prior to such leave.

Section 8. When the Company transfers an employee to another shift or job, the transfer will be effective so that the employee will not suffer a short work week. The above shall not apply to a person absent from work during that week for any reason.

Section 9. All practices and Local Agreements pertaining to seniority with respect to the AMD that were in effect on March 31, 2005 unless changed by mutual

agreement shall continue in full force and effect for the duration of this Contract.

## **ARTICLE 9 (c)**

### **Seniority**

Following language applies ONLY to the following listed local and plant:

Local Union #121, Dunkirk, IN

This seniority language DOES NOT apply to any other local unions or plants, **not** listed in this Article 9 (c).

Section 1. All local seniority rules shall remain in effect for the duration of this Contract unless changed by Articles of this Contract or by mutual agreement between the Local Union and the Company.

Section 2. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar days probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such employees severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all days in his prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period.

Section 3. Seniority will accumulate while an employee is absent for sickness or injury provided he returns as soon as he is able to work. Seniority will accumulate while an employee is on layoff; failure to return

from layoff following written notification (certified) will be considered a termination. A layoff of longer than five (5) years will be considered as a termination and will cancel seniority and reemployment rights.

Section 4. In the case of temporary layoffs as hereinafter defined, shift seniority shall apply immediately in accordance with the provisions of Section 1 and Section 5. Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes and energy curtailment, temporary layoffs shall be defined as not exceeding five (5) working days. When the layoff will exceed three (3) working days, or in case of color change or energy curtailment, five (5) working days, the seniority provisions of Section 1 and Section 5 shall apply.

Section 5. During periods of reduced activity making a reduction in the Automatic Machine Department necessary, Apprentice Machine Operators shall be the first laid off the machines, provided Journeyman Machine Operators and Machine Upkeep with the necessary experience to operate the machines remaining in production are on the company's payroll and available for work.

- (a) If further reduction of the Automatic Machine Department is necessary, those employees with the least seniority in this department shall be laid off. It is further understood that Journeyman Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.
- (b) Employees other than Apprentice Machine Operators, Journeyman Machine Operators and Machine Upkeep under the jurisdiction of the Automatic Machine Department shall be

laid off in accordance with local seniority agreements and practices.

Section 6. Any final layoff under Section 4 of this Article, except temporary layoffs, will be by combined Automatic Machine Department and Production and Maintenance seniority. Employees so retained by this Section will be transferred to entry-level jobs provided they have the necessary skill and ability to perform the work.

Section 7. Employees laid off shall be recalled in the reverse order of their displacement, provided the employee has the ability to do the work. The Union will be provided as soon as possible with the names of all employees on layoff that the Company cannot reach for recall.

Section 8. When the Company must reduce any classification or reduce any employee to a lower rated job on a temporary condition, the junior employee on the shift shall be reduced or transferred as long as such employee has the ability to perform such a job. Employees more senior can volunteer for such moves.

#### Section 9.

- (a) Employees transferred to supervisory positions from the bargaining unit on a permanent basis shall retain but not accumulate seniority. In the event that such employee is subsequently transferred back into the unit within six (6) months, he may resume his old job or whatever lesser job his seniority entitles him to and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union. In the event that such employee is subsequently trans-

ferred back into the unit after six (6) months, he shall return to an entry level job and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union.

- (b) Temporary vacancies in supervisory positions may be filled by unit employees, not to exceed ninety (90) days per calendar year for any one unit employee, unless an extension is mutually agreed to by the Company and the Local Union. The Company shall notify the Local Union in writing when such transfers exceed thirty (30) days.

**Section 10.** Employees rehired by the Company or having previous job experience in the job for which they have been hired or rehired shall after completion of the probationary period set forth in Section 2 hereof, receive a rate for the job for which they have been hired or rehired which is commensurate with their experience and qualifications.

**Section 11.** Separate seniority lists showing plant seniority for the Production and Maintenance unit and Automatic Machine Department unit shall be posted in at least one location within each plant under jurisdiction of this Contract. Where applicable, separate seniority lists showing department seniority shall be posted in the department. Such lists are to be corrected on a semi-annual basis. A copy is to be presented to the respective Local Union President.

### **Job Posting**

For the purposes of applying this Article, each unit, Automatic Machine Department and Production and

Maintenance, will remain separate. Employees may exercise their seniority within their respective unit only. Seniority as referred to in this Article means the employee's time in their respective bargaining unit in accordance with local seniority rules and practices.

Section 1. In the Automatic Machine Department, all jobs except Journeyman Machine Operators, Apprentice Machine Operators, entry-level jobs, temporary vacancies of less than sixty (60) days, and vacancies resulting from illness or vacation shall be posted for a period of five (5) working days.

All permanent job vacancies except entry-level jobs under the jurisdiction of the Automatic Machine Department shall be posted in accordance with Section 4 below, within three (3) working days for a period of five (5) working days.

Section 2. Any employee from the Automatic Machine Department bargaining unit desiring consideration for a posted job in the Automatic Machine Department must signify his desires in writing with the Company within the posting time. Employees on vacation, sick leave or Union business will be given consideration if such employee makes application prior to the posting of the job award notice.

Section 3. Posted jobs will be filled within fifteen (15) working days after the posting is taken down provided a replacement for the successful bidder and all other necessary replacements have been obtained. During this period the Company may use temporary replacements to fill the job vacancies. Temporary vacancies shall not be used to train junior employees to fill permanent vacancies.

Section 4. All existing local job posting rules shall remain in effect for the duration of this Contract unless changed by Articles of this Contract or by mutual agreement between the Local Union and the Company. Seniority plus ability shall govern in cases of promotion.

Section 5. Temporary absences or vacancies caused by vacation, jury duty, Union activities, illness, job posting, etc., will be filled according to the following:

With respect to all plant job classifications on which permanent vacancies are posted, the Company will continue the program for advance upgrading of the most senior qualified employee interested in upgrading to fill temporary vacancies.

All bid jobs will be posted in order to determine what employees desire to be upgraded in order to fill temporary vacancies on respective jobs. On each shift and department, the two most senior qualified employees will be designated as the first and second replacement. When neither of the two designated replacements is available, then Management may temporarily upgrade other qualified employees.

When an employee permanently assigned to a job works overtime, it will be considered that a temporary vacancy does not exist.

The upgrading of the designated replacement will be accomplished as soon as practical after the start of the shift.

The foregoing upgrading of the first and second designated replacement will also apply to entry-level jobs higher in grade or rate of pay to that which the employee is currently occupying.

If a permanent vacancy occurs on a job, such job will be posted in the normal manner to determine the employee who will fill the permanent vacancy.

Section 6. Temporary assignments continuing beyond sixty (60) days will not be considered temporary and shall be filled in accordance with the job posting rules. Exceptions will be made in the event the preceding section applies.

Section 7. Notification of job posting awards shall be posted.

Section 8. Employees may bid laterally or down to a lower rated job one time each Contract year during the term of this Contract. Exceptions (additional bids) will be allowed for health reasons.

Section 9. An employee who bids successfully for a job or receives an entry-level job which has the same or higher rate but a lower starting rate than the job on which he is currently working, shall retain his present hourly wage rate when transferred to such job until such time as the employee's hourly wage rate is increased in accordance with the steps of the Company's wage progression program.

Section 10. An employee who is awarded a job bid shall be given a reasonable trial period in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, he shall be returned to his former classification without loss of seniority already earned. At the time the employee is notified that he is qualified or within a period of not over thirty (30) days in the new job, whichever first occurs, he, at his request, may be returned to his



former classification without loss of seniority already earned.

Section 11. Entry-level jobs shall not be posted. When a new job is created, the Company and the Local Union will determine if the job is to be a posted job or an entry-level job.

Section 12. Steady day jobs and jobs on fixed shifts, not posted for bid, will be offered to senior qualified employees working that particular job.

Section 13. An employee desiring an entry-level job within his respective bargaining unit will sign the job preference log in the Personnel Department indicating the job or jobs of his choice. When an opening occurs on such job, it shall be filled by the most senior employee desiring such job and who has signed the job preference log. An employee can exercise his job preference for an entry-level job only once in any twelve-month period. An employee on an entry-level job can bid on any job posting in his respective bargaining unit.

Section 14. Employees from within either the Automatic Machine Department unit or Production and Maintenance unit who place written application for transfer to entry-level jobs within the other unit shall be considered for such entry-level jobs in the other unit before employees are hired from other sources.

Section 15. When the Company transfers an employee to another shift or job, the transfer will be effective so that the employee will not suffer a short work week. The above shall not apply to a person absent from work during that week for any reason.

Section 16. All practices and Local agreements pertaining to seniority with respect to the AMD, that were in effect on March 31, 2005, unless changed by mutual agreement, shall continue in full force and effect for the duration of this Contract.

**Section 17. Leave of absence may be granted at the judgment of the Company, not to exceed one (1) year. If leave extends one (1) year or less, the employee accumulates seniority.**

**Article 9(d)  
Seniority**

Following language applies ONLY to the following listed local and plant:

Local Union #39, El Monte, CA

This seniority language DOES NOT apply to any other local unions or plants, except those listed in this Article 9 (d).

Section 1. For the purpose of this Contract, the length of continuous service and maintenance of seniority for any employee shall mean the total length of the period or periods of his active service with the Company unless such service shall be broken by one or more of the following events, in which case such service shall be measured by the length of the period or periods of his active service subsequent to the last such break in service:

- (a) Voluntary resignation from the Company.
- (b) Discharge by the Company.

- (c) Failure while on layoff to return to work within five (5) calendar days after being notified unless the Company has been notified and has agreed to an extension. The Company agrees that it will not be unreasonable in granting such extensions. The Company agrees to notify by Registered Mail those employees they are unable to contact. The Local Union will be notified of action taken under this section.
- (d) Is not recalled from layoff based on the following schedule. An employee will retain recall rights for a maximum period of five (5) years of continuous layoff, provided the employee has at least five (5) years of continuous service. For an employee with less than five (5) years of continuous service the number of years for retention of recall rights will equal the number of whole years of continuous service, with three (3) years being the minimum number of years of retention of recall rights for any employee.
- (e) Has been absent for sickness or injury and does not return to work as soon as he is physically able to perform the work. Medical leave is not to exceed five (5) years from the last day worked, provided the employee has at least five (5) years of continuous service. For an employee with less than five (5) years of continuous service, the maximum number of years of medical leave will equal the number of whole years of continuous service, with three (3) years being the maximum number of years of medical leave for employees with less than four (4) whole years of continuous service.

- (f) Accepting employment while on leave of absence.

Section 2. During periods of reduced activity Apprentice Machine Operators shall be the first laid off the machines, provided Journeymen Machine Operators and Machine Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

Section 3. Next, employees with least seniority shall be laid off. Journeymen Machine Operators retained shall accept the responsibility for maintaining regular production levels. Employees other than Apprentice Machine Operators, Journeymen Machine Operators and Machine Upkeep Men shall be laid off in accordance with local seniority practices, provided employees retained have the necessary experience and ability to maintain regular production levels.

Section 4. Seniority plus ability shall govern in cases of promotions.

Section 5. The Company shall post all jobs plant wide that are listed under Schedule "A" of this Contract, temporary vacancies will not be posted, they will be filled as per Section 7. Employees on Leave of Absence or Vacation may have stewards sign a posted bid for them, providing they return to work within fifteen (15) days from the date of award.

Section 6. An employee awarded a promotion shall be given a reasonable trial period to include familiarization training, evaluation and counseling for up to thirty (30) days to demonstrate his ability to perform the job. If he cannot perform the work in a satisfactory manner, he may be returned to his former classification without loss

of seniority already earned. Upon request from the Union, an extension will be granted. Such requests shall not be unreasonably denied. At the time the employee is notified that he is qualified or within a period of not over thirty (30) days in the new job, whichever first occurs, he, at his request may be returned to his former classification without loss of seniority already earned.

Permanent job vacancies shall be posted within three (3) working days for a period of five (5) working days.

Within fifteen (15) working days after a job is posted the successful bidder (should there be one) will be placed on the job. During this period the Company may use temporary replacements to fill the job vacancies. Temporary vacancies shall not be used to train junior employees to fill permanent job vacancies.

Employees may bid laterally or down to a lower rated job one time each Contract year during the term of this Contract. Exceptions (additional bids) will be allowed for health reasons.

Section 7. Temporary absences or vacancies caused by vacation, court duty, Union activities, illness, job posting, etc., may be filled by upgrading the most senior qualified employees from the same shift or the department on a temporary basis.

Section 8. Effective April 1, 2005 employees transferred to supervisory positions from the bargaining unit on a permanent basis shall retain but not accumulate seniority. In the event that such employee is subsequently transferred back into the unit within six (6) months, he may resume his old job or whatever lesser job his seniority entitles him to and shall resume accumulation of

seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union. In the event that such employee is subsequently transferred back into the unit after six (6) months he shall return to an entry level job and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union.

Section 9. Upon request of the International President of the Union, employees shall be granted a leave of absence to serve the International Union for a period up to one (1) year and renewable yearly thereafter at the request of the International President for a total of four (4) years without loss of seniority accumulated prior to such leave. An employee shall accrue no seniority during such leave.

Section 10. In the case of temporary layoffs, as hereinafter defined, department seniority by shift shall apply immediately. When the layoff will exceed three (3) working days, or in the case of a color change, five (5) working days, plant seniority shall apply immediately.

Section 11. In a like manner, a rehiring of employees shall be handled in the reverse order of their layoff, provided the employee has the ability to do the work.

Section 12. The first thirty (30) calendar days from the date of hire of a new employee shall be his probationary period and his retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar days' probationary period will be granted when requested by the Company if the Local Union agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be

credited with all the days worked in his prior probationary periods within one (1) year prior to such rehire toward the completion of this probationary period.

Section 13. Employees rehired by the Company or having previous job experience in the job for which they have been hired or rehired shall, after the completion of the probationary period, receive a rate for the job for which they have been hired or rehired which is commensurate with their experiences and qualifications.

Section 14. Seniority list showing plant seniority will be maintained. If two or more employees start to work on the same day, their seniority will be determined by the shift on which they start. If two or more employees start to work on the same day and the same shift their position on the seniority list will be determined by the alphabetical arrangement of their last name. This list will be corrected semiannually and copies given to the Union President.

Section 15. Employees desiring a shift transfer within their department and job classification, shall notify the personnel department. When openings occur on the various shifts, these employees will be placed according to seniority and preference. Employees may only exercise this privilege once every twelve (12) months. However, when a day shift opening occurs, the job will be posted and employees will be selected on the basis of seniority plus ability regardless of whether the employee has exercised a shift transfer privilege in the past twelve (12) months.

Section 16. Temporary vacancies in supervisory positions may be filled by unit employees, not to exceed ninety (90) days per calendar year for any one (1) unit employee, unless an extension is mutually agreed to by the Company and the Local Union. The Company will notify the Union in writing when an hourly employee is

acting in a supervisory capacity that exceeds forty-five (45) days.

Section 17. When the Company transfers an employee to another shift or job, the transfer will be effected so that the employee will not suffer a short work week. The above shall not apply to a person absent from work during that week for any reason.

Section 18. All practices and Local Agreements pertaining to seniority with respect to the AMD that were in effect on March 31, 2005 unless changed by mutual agreement shall continue in full force and effect for the duration of this Contract.

**Section 19. Leave of absence may be granted at the judgment of the Company, not to exceed one (1) year. If leave extends one (1) year or less, the employee accumulates seniority.**

#### **ARTICLE 9(e) Seniority**

Following language applies ONLY to the following listed Local and plant:

Local Union #254, Madera, CA

This seniority language DOES NOT apply to any other Local Unions or plants, except that listed in this Article 9(e).

Section 1. The first thirty (30) calendar days from the date of hiring of any employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) day probationary period will be granted



when requested by the Company, if the Local Union agrees to an extension. The employee shall be notified of the extension. Any discharge during this probationary period is not a subject for grievance.

Section 2. Seniority plus ability shall govern in cases of promotion.

Section 3. In the event of layoffs and rehires, plant seniority shall prevail whenever and wherever practical during the life of this Contract except as in Section 3 (a). In the event of layoffs due to planned curtailment, the Company shall notify the Business Committee before the layoffs occur if such layoffs are expected to exceed three (3) days.

- (a) During periods of reduced activity, making a reduction in the working forces of Operators, Upkeep Men, Apprentices and Floor Persons necessary, Apprentices shall be the first laid off the machines, provided Journeymen Operators and Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work. It is understood that Operators retained under this Article shall accept the responsibilities of maintaining regular production levels.
- (b) In cases of promotion there will be a trial period of not less than thirty (30) days nor more than ninety (90) days. Temporary job bids will only be used for special projects and circumstances.

Section 4. Plant operations will be divided into nine (9) departments:

- (1) Batch and Melt
- (2) Forming
- (3) Finished Products
- (4) Warehouse
- (5) Maintenance
- (6) Machine Repair
- (7) Mold Polishing
- (8) Storeroom
- (9) Quality Lab

Section 5. If, in the event of reduction of working forces for more than three (3) days or five (5) days for color change, an employee's plant seniority does not protect him in his present department, then the following procedure will be used in the exercise of his plant seniority:

- (a) He will be transferred back to his old department with the right to exercise his dormant seniority in that department.
- (b) If an employee is not protected under Subsection (a), then he will be free to exercise his plant seniority in replacing the least senior employee in the plant.
- (c) Senior employees may volunteer for layoff for the specified length of the layoff provided the remaining employees are qualified to perform the available work. Voluntary layoffs will only apply if the layoff is anticipated to be longer than seven (7) calendar days.
- (d) The recall of employees laid off under provisions of this Article shall be in reverse order of their layoff.

It is understood that an employee must have the ability and be physically capable of performing such work as he will be required to do.

Section 6. Any dispute arising under this Article may be referred to the Grievance Procedure.

Section 7. All employees will retain their seniority rights in the event of an extended shutdown for major repairs.

Section 8. The Company shall post a current seniority list at least every six (6) months.

Section 9. The provisions of this Article shall not require the Company to transfer laid off employees to other shifts unless the layoff exceeds three (3) days or five (5) days for color changes, provided, however, that this Section shall not apply unless all probationary employees within the department on the shift on which the layoff occurs have been laid off. It is understood that employees who are retained must be qualified to perform the work of probationary employees whom they displace.

Section 10. An employee shall lose his seniority for the following reasons:

- (a) Resignation;
- (b) Discharge;
- (c) Failure to report for work five (5) consecutive calendar days without notifying the Company. In proper cases exceptions shall be made
- (d) Laid off for a continuous period of three (3) years;

- (e) Disability retirement;
- (f) Retirement or receipt of a pension under the Pension Plan;
- (g) Failure to return from authorized leave of absence.

Section 11. Employees may bid laterally or down to a lower rated job one time each Contract year during the term of this Contract. Exceptions (additional bids) will be allowed for health reasons.

Section 12. All existing job posting rules shall remain in effect for the duration of this Contract unless changed by mutual agreement between the Local Union and the Company. The Local Union and the Company shall meet and agree upon procedures and jobs to be used for job posting.

All jobs will be posted for a period of seven (7) calendar days. Any employee who is awarded a promotion will be placed on the awarded job as soon as reasonably possible after being selected.

Section 13. When the Company transfers an employee to another shift or job, the transfer will be effective so that the employee will not suffer a short work week. The above shall not apply to a person absent from work during that week for any reason.

Section 14. All practices and Local Agreements pertaining to seniority with respect to the AMD that were in effect on March 31, **2005** unless changed by mutual agreement shall continue in full force and effect for the duration of this Contract.

Section 15. Employees transferred to supervisory positions from the bargaining unit on a permanent basis shall retain but not accumulate seniority. In the event that such employee is subsequently transferred back into the unit within six (6) months, he may resume his old job or whatever lesser job his seniority entitles him to and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union. In the event that such employee is subsequently transferred back into the unit after six (6) months, he shall return to an entry level job and shall resume accumulation of seniority from the date he returns to the bargaining unit provided he has a valid withdrawal card from the Union.

Section 16. Temporary vacancies in supervisory positions may be filled by unit employees, not to exceed ninety (90) days per calendar year for any one unit employee, unless an extension is mutually agreed to by the Company and the Local Union. The Company shall notify the Local Union in writing when such transfers exceed thirty (30) days.

#### **ARTICLE 9(f)** **Seniority**

**Following language applies ONLY to the following listed locals and plants:**

**Local #226**  
**Local #169**  
**Local #30**  
**Local #239**  
**Local #125**  
**Local #193**

**Burlington, WI**  
**Milford, MA**  
**Pevely, MO**  
**Sapulpa, OK**  
**Waxahatchie, TX**  
**Wilson, NC**

Section 1. During periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off the machines, provided Journeyman Machine Operators and Machine Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work.

Section 2. If further reduction of the work force is necessary, those employees with least seniority shall be laid off. It is further understood that Journeyman Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

Employees other than Forming Machine Mechanics, Apprentice Machine Operators, Journeyman Machine Operators and Machine Upkeep Men under the jurisdiction of this Contract shall be laid off in accordance with their plant seniority.

Section 3. In the case of the temporary layoffs, as hereinafter defined, shift seniority shall apply immediately in accordance with the provisions of Section 1. Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes temporary layoffs shall be defined as not exceeding five (5) working days. When the layoff will exceed three (3) working days, or in the case of a color change five (5) working days, the seniority provisions of Section 1 shall apply.

Section 4.

- (a) In like manner a rehiring of employees laid off under the Article shall be handled in the reverse order of their lay-off.

- (b) Following vacation relief, extended machine shutdown or temporary transfer to a higher rate job, the affected Journeyman Machine Operator or Apprentice Operator shall, if he so requests, be reassigned to the same machine he operated prior to such event except that a Journeyman Operator may not be displaced from his machine by an Apprentice Operator exercising this right.

Section 5. Seniority plus ability shall govern in cases of job postings.

The Company shall post all job vacancies and/or new job vacancies under the jurisdiction of the AMD. During this period the Company will place an employee on the job temporarily, pending the permanent selection of an employee for the job.

An employee who is awarded a job shall be given a reasonable trial period in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner such employee will be returned to his former classification in accordance with local practice.

In the event that a job vacancy involves a temporary replacement for an employee on a leave of absence for any reason, the temporary job posting shall include the name of the vacating employee. Such temporary vacancies will be filled for the duration of the leave of absence. In the event that the vacating employee is terminated or quits before the expiration of the leave of absence, the temporary job vacancy will automatically become a permanent vacancy, and must be reposted as such.

Temporary job vacancies are not to be used to train junior employees for permanent job vacancies. An employee may within thirty (30) days from commencement of work on a bid job return to his former job and shift.

Section 6. Employees within the Plant shall be considered for job openings on starting jobs in the Automatic Machine Department before employees are hired from other sources.

Section 7. Any dispute arising under this Article may be referred to the Grievance Procedure.

Section 8. Seniority of an employee will be terminated for any of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.
- (c) For employees with five (5) or more years of service, absence for any reason for more than five (5) years except for occupational or non-occupational injury or illness. For employees with less than five (5) years of service, absence which corresponds to their length of service but in no case less than two (2) years. Except for occupational injury or illness, there will be no credited service for benefits covered under this contract for continuous absence from work for periods in excess of two (2) years.
- (d) Failure to return to work at the expiration date of any authorized leave of absence or layoff.



- (e) Failure to return to work within seven (7) calendar days from layoff after receipt if certified letter or telegram sent to last known address.
- (f) Absence for three (3) consecutive work days without notifying the Company. The Company will give consideration to extraordinary circumstances.

Section 9. Temporary job vacancies will only be considered if such jobs do not exceed thirty (30) days.

Section 10. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire be credited with all the days worked in his prior probationary periods within one (1) year to such a rehire toward the completion of his probationary period.

Section 11. Seniority will accumulate if an employee is absent due to sickness or injury, or occupational illness or occupational injury provided the employee returns to his job as soon as he is able to work. If an employee fails to return to work as soon as he is able to work, such employee shall be terminated as a voluntary quit, and this will cancel all seniority rights.

Section 12. When the Company transfers an employee to another shift or job, the transfer will be effected so that the employee will not suffer a short work week. The

above shall not apply to a person absent from work during that week for any reason.

Section 13. All practices and Local agreements pertaining to seniority with respect to the **AMD**, that were in effect on March 31, **2005**, unless changed by mutual agreement, shall continue in full force and effect for the duration of this Labor Agreement.

## **ARTICLE 10**

### **Transfer of Employees**

Section 1. The Company shall notify the International Union and the Local Union in writing ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his regular base rate of pay for an eight (8) hour day for each working day of his regular schedule.

Section 2. Upon request of the International Union, a representative of the Company shall meet with a representative of the International Union and the Local Union involved to advise them of the jobs and employees to be eliminated. The Company will advise the International Union and the Local Union at such meeting of job vacancies which may then exist at any of the Company's other plants under the jurisdiction of this Contract.

Section 3. An employee with one (1) year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within thirty (30) days after the date of his termination, make application to the Personnel Department of the plant where he was formerly employed specifying the other plants under the jurisdiction of this Contract at which he wishes to be

considered for employment. Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one (1) year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the Personnel Department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his termination, and for a third year by giving similar notice within ninety (90) days prior to the end of the second year following his termination.

If he is employed at another plant of the Company within such time, he shall retain his continuous service benefits accumulated with the Company.

Section 4. The Company and the International Union shall from time to time exchange a list of employees who have been laid off by reason of permanent reductions in the working forces and who are still available for employment setting forth their job training and qualifications.

Section 5. The provisions of Section 3 shall also apply to those employees laid off indefinitely as a result of the elimination of a part of a department.

Section 6. Permanently laid off employees shall have preferred hiring rights for any vacancies at any other plant of the Company. Employees so hired at a new location will have recall rights at their previous location. The Company shall have no monetary obligation concerning the recall to their previous location.

## **ARTICLE 11**

### **Premium Pay**

Section 1. Premium pay shall be paid in accordance with the following:

- (a) Eight (8) hours shall constitute a normal work day.
- (b) Forty (40) hours shall constitute a normal work week.
- (c) Time and one-half shall be paid after eight (8) hours in any day or forty (40) hours in any one (1) week or, in the event more than eight (8) hours are worked consecutively, for all hours worked after the first eight (8) even though some hours may fall in the next twenty-four (24) hour period or work week.
- (d) Double time will also be paid for all hours worked over twelve (12) hours during any twenty-four (24) hour period; however, double time will be paid for all hours worked consecutively over twelve (12) hours, even though some hours may fall in the next twenty-four (24) hour period.

An employee who works his regularly scheduled day or days off shall be paid time and one-half for all hours worked on such day or days off provided he works his regular work schedule in the week in which such day off falls.

- (e) For premium pay purposes, the employee's 24 hour period begins when he first starts work after the completion of the previous 24-hour period,

except that if he is directed by the Company to begin work after the start of his regular shift, his 24-hour period shall start at the beginning of that regular shift. Subsequent 24-hour periods in the work week start when the employee next begins work after the completion of the preceding 24-hour period, except that an emergency CALL OUT will not start a new 24-hour period. There is no overlapping of 24-hour periods. A 24-hour period is exactly 24 hours long.

For the purpose of this Article, the beginning and ending of the work weeks now in effect, shall continue during the term of this Contract unless changed by mutual consent of the Local Union, the Company and the International Union.

**All past practices with respect to the establishment of the 24-hour period that were in existence prior to the date of this agreement are null and void and will have no effect. Establishment of the 24-hour period will be as set forth in the 1975 Tully Letter and the arbitration decision of Arbitrator Robert L. Mitrani in case No. 111-78-#21, 22, 24, 51.**

Section 2. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week.

Section 3. Work on Sundays shall pay time and one-half except that work on Easter Sunday, double time shall be paid for time worked for a twenty-four (24) hour period.

Section 4. On holidays falling Monday through Friday, the holiday hours paid for will be considered as hours worked for the purpose of figuring overtime, and hours paid for jury duty or funeral leave shall count as hours worked for the purpose of figuring overtime.

When an employee takes a vacation and the employee works his day off during that week, the vacation hours taken will be figured as hours worked for the purpose of calculating overtime for the employee's day off.

Section 5. The Company recognizes that when an employee has worked his regular day off, such employee shall not be required to take time off during such work week solely to avoid payment of overtime. In the event any employee's schedule is changed at the request of the Company he shall be paid any premium or holiday pay that would have applied to his regular schedule that work week.

An employee who works on his regular schedule day or days off and was unable to work his regular schedule in the week in which such day off falls due to the employee participating at the request of the Company in approved Labor-Management activities in the environmental area, will receive time and one-half for all hours worked on such day or days off.

The employee's day off shall start at the end of his regular shift and continue until the beginning of the following scheduled shift.

Section 6. The Union recognizes and agrees to continuous operation for the term of this Contract. Any employee who is opposed to working on Sunday or Saturday because of his religious beliefs shall not be compelled to work on Sunday or Saturday under the con-

tinuous operation plan, nor shall he be discriminated against because of such religious beliefs. Any such employee shall notify the Personnel Office in writing that he does not wish to be scheduled for work on Sundays or Saturdays. Concerted action taken hereunder shall be considered a violation of this Contract. Once an employee declares his unavailability for work due to religious beliefs, the Company is not obligated to return him to work on the declared days for the duration of the Contract.

Section 7. An employee who is transferred for any reason to a higher classified job shall be paid the higher rate for all hours worked on the higher classified job. Any employee placed on a lower rated job shall continue to receive his regular rate. However, an employee who has provided the Company with satisfactory evidence of a compelling medical or physical problem will not be required to work in a position which would aggravate that condition.

Employees shall not be transferred arbitrarily merely to avoid payment under this Section.

Section 8. In addition to any holiday pay to which an employee may be entitled, in accordance with the provisions of Section 5 of Article 16, HOLIDAYS, double time shall be paid to all employees for all hours actually worked during the holiday period.

Section 9. All day workers asked to work and who do so after their regular quitting time, and are not notified thirty (30) minutes before quitting time, shall receive four (4) hours pay.

Section 10. All workers called or scheduled to work less than four (4) hours before their regular starting time will be guaranteed four (4) hours of pay exclusive of their regular hours unless they have been notified at least twenty-four (24) hours in advance of their regular starting time.

The following applies to Carteret, Dolton, Dunkirk, **Burlington, Milford, Pevely, Sapulpa, Waxahachie, Wilson** only: All workers called or scheduled to work less than four (4) hours before their regular starting time will be guaranteed four (4) hours of pay exclusive of their regular hours unless they have been notified on their preceding work shift to report early for their next shift.

Section 11. An employee who is unable to work as a result of an occupational disability, incurred while performing the duties required for his job, and who is sent home at the discretion of the Medical Department, shall receive payment for the full day's wage at his base hourly rate. An employee will also be paid for time lost from work up to a maximum of four (4) hours for one follow-up doctor's visit. Such employee shall provide a valid doctor's appointment in advance. If an employee dies during his regular working hours, his estate shall receive a full eight (8) hours pay. Such hours paid for shall be considered as hours worked for the purpose of figuring overtime.

Section 12. The start of the first shift on Monday shall be the start of the work week for day workers in the Maintenance, Mold Cleaning and Batch and Furnace Departments. Work on Saturday and Sunday and overtime will be voluntary with these employees except during furnace repairs or where a production stoppage would result if this work was not done. Overtime will be voluntary with all other employees. However, if no one volunteers and production loss would result, the Company may



assign the junior employee in the classification on the appropriate shift. An employee with a compelling reason to leave at the end of the regular shift will be excused from overtime work. No employee will be compelled to work overtime in excess of four (4) consecutive hours immediately following or preceding his regular shift. No employee will be forced to work overtime more than once during a forty-eight (48) hour period.

Should a dispute arise over the legitimacy of the compelling reason, the employee will be given a reasonable period of time to substantiate the need to leave, before any action is taken.

Section 13. In any case where an employee is called into work in an emergency, a rate of time and one-half the base rate will be paid for all hours worked consecutively from the time the employee reports for work, even though some of the hours worked consecutively might fall in the following day. Hours worked under this Section may be used again in computing forty-hour overtime.

Section 14. Hot patch repair work will be paid at a premium of time and one-half for jobs under extreme heat conditions of non-routine operations.

Hours worked under this Section may be used again in computing overtime.

Section 15. Unless specifically provided for in this Contract, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Contract.

Section 16. Starting and quitting times shall be left to the option of the Local Union and the respective plant management.

Section 17. No employee, unless released for the day, shall be penalized in pay for any period of time after starting time.

Section 18. An employee who works overtime will be paid the rate of the job or his regular rate whichever is higher.

Section 19.

- (a) An employee who agrees to work past the end of the shift shall be guaranteed one (1) hour of work, or if work is not available, one (1) hour of pay, unless the employee is notified not less than thirty (30) minutes before the end of his shift he is not to stay over.

## **ARTICLE 12**

### **Reporting and Call-In Pay**

Section 1. Any employee under the jurisdiction of this Contract holding a regular position reporting for work at his usual time will be guaranteed at least four (4) hours of work or four (4) hours of pay at the applicable premium time rate set forth in Article 11, PREMIUM PAY, unless he has been instructed not to report. This policy will not apply during floods, fires, tornadoes, or other disasters beyond the Company's control.

Section 2. An employee who is called in to work other than during his scheduled time will be paid four (4) hour's pay or actual hours worked at the applicable premium time rate, whichever is greater. This policy shall

apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift, unless he was so notified on the preceding day to report early for his next shift.

Section 3. Each plant shall provide for prompt access for employees who are called in to work other than regular scheduled shifts.

Section 4. When an employee is called in to work no earlier than one (1) hour prior to the start of the shift to fill a vacancy and reports within one (1) hour from the time of the start of the shift, the employee will be paid from the start of that shift at the applicable rate.

### **ARTICLE 13**

#### **Shift Differentials**

Section 1. All employees under the jurisdiction of this Contract shall be paid premium time for shift work as follows:

- (a) For all hours worked on the first night shift, each employee shall receive **twenty-two cents (22¢)** per hour.
- (b) For all hours worked on the second night shift, each employee shall receive **twenty-seven cents (27¢)** per hour.

Section 2. Shift differential payments shall be considered as payments additional to all other hourly compensation and will not be considered in the computation of other premium time, vacation, holiday (unless worked), bonus or other similar payments, except as required by law.

Section 3. Employees whose work overlaps two (2) shifts shall be paid the established shift differential for the hours worked in each shift.

**All past practices with respect to shift differentials, including those related to payment of premium on shift differentials, that were in existence prior to the date of this agreement are null and void and will have no effect. The arbitration decision of Arbitrator Barbara Zausner in case No. 54/75-02-33 is superseded and reversed upon the execution of this Agreement.**

## **ARTICLE 14**

### **Negotiated Rates**

Section 1. If during the term of this Agreement a new job is created or significant changes are made in an existing job, the Company shall meet with the Local Union to negotiate a new rate. If the parties cannot agree the Company may place the rate on the job(s) they feel is appropriate. In setting the new rate, the Company shall fairly take into consideration all factors normally involved in glass container collective bargaining negotiations, including, but not limited to, job content and responsibility, the existing wage structure, and past collective bargaining history.

Section 2. All pertinent, basic data relative to all job descriptions, wage rates paid all employees, and population by job shall be given to the Union. Any changes to job descriptions shall also be given to the Union. In the event that the Union disagrees with the rate set by the Company under Section 1, above, the matter will be referred to the Company/Union Negotiated Rates Board for resolution. The Company/Union Negotiated Rates Board shall be comprised of two representatives from the Company and two representatives from the International Union.

Section 3. Any disputes with respect to this Article that are not resolved by the Company/Union Negotiated Rates Board shall be referred to the third and, if necessary, fourth steps of the grievance procedure. If the grievance is not settled, a mutually selected Interest Arbitrator shall decide the dispute.

Section 4. When a new job is established or a job is eliminated, the Company will meet with the Local Union to discuss the reasons for its actions. Such meeting will be held prior to such change taking place.

## **ARTICLE 15**

### **Method Of Payment**

Section 1. All employees under the jurisdiction of this Contract shall receive their earnings in full every week and no more than one (1) week's earnings shall remain unpaid when this payment is met.

Section 2. Pay errors shall be corrected immediately in full including taxes after notice from the employee affected.

Section 3. All grievance settlements involving pay will be made within the next pay period.

Section 4. The Company will use imprinted sealed checks for payroll purposes. Paychecks will be made available to employees on their day(s) off on Thursday.

## **ARTICLE 16**

### **Holidays**

Section 1. The following holidays shall be observed during the year:

Decoration Day, Independence Day, \*Labor Day, Thanksgiving Day, holiday period; 4 shifts of 8 hours. \*December 24, \*Christmas Day, \*December 26, December 27, December 28, December 29, December 30, December 31, New Years Day, holiday period; 3 shifts of 8 hours.

Applies to El Monte, CA plant only - The following holidays shall be observed during the year: Decoration Day; Independence Day; Labor Day\*; Thanksgiving Day – holiday period: four (4) shifts of eight (8) hours; Day after Thanksgiving Day; December 24\*; Christmas Day\*; December 26; December 27; December 28; December 30; December 31\*; New Year's Day – holiday period: three (3) shifts of eight (8) hours.

Applies to Madera, CA plant only - New Year's Day, Decoration Day, Independence Day, \*Labor Day, Thanksgiving Day, holiday period: 4 shifts of 8 hours. December 23, \*December 24, \*Christmas Day, December 26, December 27, December 28, December 29, December 31, holiday period: 3 shifts of 8 hours.

\*There shall be no production on these holidays. When the Company desires to work on a mandatory shutdown holiday, it will be within the sole authority of the Local Union to authorize any and all work for that holiday period.

Section 2. The Company shall designate the start of the holiday period. For premium pay purposes, any 24

hour holiday period will commence as of the beginning of the day shift of the holiday, and any 32 hour holiday period will commence as of the beginning of the night shift preceding the holiday.

Section 3. When any of these holidays falls on a Sunday but is observed on Monday and the plant is not in operation on Sunday, the holiday period on Monday will be only 24 hours. December 24 through December 31 and New Year's Day will be observed on the days on which they occur.

Section 4. All employees who have been on the Company's payroll for thirty (30) calendar days shall be paid for each of the above named holidays when no work is performed. The employees shall be paid for one (1) regular shift at their base hourly rate for each of the above named holidays when no work is performed, subject to the following provisions:

- (a) That such employee must work on his regularly scheduled working day next preceding and next following the holiday period unless excused by his supervisor or on Union Business. Such excuses shall not be unreasonably withheld. However, no employee shall lose more than one (1) day of holiday pay for an unexcused absence on each of these days.
- (b) Applies to Carteret, Dolton, Dunkirk, E. Monte, Henderson, Lincoln, Madera, Port Allegany, Ruston and Seattle plants only - No payment will be made for holidays not worked to employees on sick leave (exceeding one (1) day), leave of absence for any reason, or layoff, except employees who are laid off not more than thirty (30) days prior to a holiday and who

meet the requirements set forth in subsection 4 (a) hereof. Employees laid off not more than thirty (30) days prior to Christmas will also be entitled to holiday pay for New Year's Day, provided they meet the requirements set forth in subsection 4 (a) hereof.

(b1) Applies to Burlington, Milford, Pevely, Sapulpa, Waxahachie and Wilson plants only - No payment will be made for holidays not worked to employees on sick leave, leave of absence for any reason, or layoff, except employees who are laid off not more than thirty (30) days prior to a holiday(s). Employees laid off not more than thirty (30) days prior to December 25 will also be entitled to holiday pay for December 24, December 25, December 26, December 27, December 28, December 29, December 30, December 31, and January 1, provided they meet the requirements set forth in subsection 4(a) hereof.

(c) Any employee absent because of an occupational disability who reports back to work when able to do so shall receive holiday pay for any holidays which occurred during the first twelve (12) months of such absence.

(d) During the week in which a holiday occurs, an employee's work schedule will not be changed solely to avoid the payment of holiday pay.

Section 5. Double time shall be paid for all hours worked during the holiday period as set forth in Section 1. Work on a holiday shall qualify an employee for holiday



pay. This does not apply to employees who have not completed their thirty (30) day probationary period.

Section 6. Work on holidays shall be voluntary with the employee except for those employees who must be scheduled to work in order to assure the safety, repair and maintenance of plant and equipment and to prepare for plant start-ups.

Maintenance employees will not be required to work on the following holidays: Thanksgiving Day, Labor Day, December 24 and December 25.

Section 7. An employee who is required to work during any holiday shall be granted the option of taking an equal amount of mutually agreed upon days off from work without pay. Reasonable requests will be granted.

Any employee who must perform work on a holiday as specified in Article 16, Section 6 will be provided a full days work whenever the employee requests that full days work be provided him.

Section 8. The Company shall post the start and end of the holiday period five (5) calendar days in advance of the shut down.

**ARTICLE 17(a)  
Vacations**

**Carteret, NJ  
Dolton, IL  
Dunkirk, IN  
El Monte, CA  
Henderson, NC  
Lincoln, IL  
Madera, CA  
Port Allegany, PA  
Ruston, LA  
Seattle, WA**

Section 1. For vacation qualifying years falling on or after April 1, 1999, each employee under the jurisdiction of the Contract who has been in the employ of the Company for one year or more who has worked 1200 hours during his qualifying year and who at the end of the qualifying year is on the payroll shall be entitled to a vacation with pay based on the general schedule of:

After one (1) year or more of continuous service, one (1) week vacation (48 hours pay);

After two (2) years or more of continuous service, two (2) weeks vacation (80 hours pay);

After five (5) years or more of continuous service, two (2) weeks vacation (96 hours pay);

After eight (8) years or more of continuous service, three (3) weeks vacation (120 hours pay);

After fifteen (15) years or more of continuous service, four (4) weeks vacation (160 hours pay);

After eighteen (18) years or more of continuous service, four (4) weeks vacation (180 hours pay);

After twenty (20) years or more of continuous service, four (4) weeks vacation (200 hours pay);

After twenty-five (25) years or more of continuous service, five (5) weeks vacation (220 hours pay);

After thirty (30) years or more of continuous service, five (5) weeks vacation (240 hours pay);

Upon obtaining thirty (30) years of service, the employee will receive an additional eight (8) hours pay for each five (5) years of service thereafter.

It shall be the Company's prerogative to divide the three, four or five weeks vacation period if it thinks it is necessary for the continuity of plant operations provided at least two weeks are successive.

Section 2. For the purpose of determining vacation eligibility, all vacation qualifying years now in effect shall continue during the term of this Contract unless changed by mutual consent of the Union and the Company.

Section 3. Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than 400 hours but less than twelve hundred hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

- (a) Two percent (2%) of his total hours worked during such qualifying year times his base hourly wage rate if he has less than five years of continuous service;

- (b) Four percent (4%) of his total hours worked during such qualifying year times his base hourly wage rate after five or more years of continuous service;
- (c) Six percent (6%) of his total hours worked during such qualifying year times his base hourly wage rate after eight or more years of continuous service;
- (d) Eight percent (8%) of his total hours worked during such qualifying year times his base hourly wage rate after fifteen years or more of continuous service;
- (e) Ten percent (10%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty or more years of continuous service;
- (f) Twelve percent (12%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty-five years or more of continuous service;
- (g) Fourteen percent (14%) of his total hours worked during such qualifying year times his base hourly wage rate after thirty-five years or more of continuous service.

Section 4. If an employee's service is terminated for any reason after he has completed one year or more of service, he or his personal representative shall be paid vacation pay earned at the time of termination the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year,

even though he is not on the payroll at the end of the qualifying year.

Section 5. Hours lost due to compensable industrial accident, or in attendance as an official delegate to the Convention of the Union, Union Business or as an official conferee at the joint wage negotiating conference between the Union and the Company will be computed as hours worked (not to exceed 40 hours per week) for the purpose of vacation hours qualification.

Section 6. No employee will be required to work more than 1200 hours during any qualifying year in order to be entitled to vacation with pay. Any employee who has worked 1200 hours during any qualifying year and is on the Company's payroll at the end of any qualifying year will be entitled to a vacation with pay, except as provided for in Section 4 or Local Agreements.

Section 7. Any employee who is laid off for any reason, who is on sick leave or on an approved leave of absence and has otherwise qualified for vacation pay as specified above shall be given his vacation pay on request.

Section 8. Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire shall be given credit toward vacation rights for prior service with the Company provided such prior service with the Company was at least two (2) years.

Section 9. Vacation pay checks will be issued on any regular pay day just preceding vacation taken. Each employee shall be responsible to give a five (5) day notice to the Company. Other optional forms of payment may be agreed to at each plant location.

Section 10. All hours taken off work as vacation hours shall be included in future vacation hour qualifications.

Section 11. Employees who have earned vacation will be allowed to split two (2) weeks of vacation one day at a time. This is provided that adequate notice is given and that qualified replacements are available.

If a holiday or holidays falls during an employee's vacation, the holiday(s) will not be counted as a day of vacation.

## **ARTICLE 17(b) Vacations**

**Burlington, WI  
Milford, MA  
Pevely, MO  
Sapulpa, OK  
Waxahachie, TX  
Wilson, NC**

Section 1. Each employee under the jurisdiction of this Contract who has been in the employ of the Company for one year or more and who has worked 1200 hours or more between his or her anniversary date of the same year who is on the payroll the following year shall be entitled to a vacation with pay based on the general schedule of:

Six days vacation (48 hours pay) after one year or more continuous service;

Ten days of vacation (80 hours pay) after two years or more continuous service;

Twelve days vacation (96 hours pay) after five years or more of continuous service;

Fifteen days vacation (120 hours pay) after eight years or more of continuous service;

Fifteen days vacation (160 hours pay) after fifteen years or more of continuous service;

Twenty days vacation (180 hours pay) after eighteen years or more of continuous service;

Twenty days vacation (200 hours pay) after twenty-two years or more continuous service;

Twenty days vacation (220 hours pay) after twenty-five years or more of continuous service;

Twenty-five days vacation (240 hours pay) after thirty years or more of continuous service; times his base hourly wage rate.

Upon obtaining thirty-five (35) years of service, the employee will receive an additional eight (8) hours of pay and will also receive an additional eight (8) hours of pay for each additional five (5) years of service.

It shall be the Company's prerogative to divide the three, four, or five week vacation period if it thinks it is necessary for the continuity of plant operations. However, effective April 1, 1990, once during every two (2) years in which an employee is qualified to receive three (3) weeks or more of vacation time off, he shall be permitted to take the full amount of vacation time due him consecutively consistent with the continuity of plant operations

Section 2. Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than 400 hours but less than 1200 hours *during such qualifying year shall receive a vacation time based on the general schedule of:*

- (a) Two percent (2%) of his total hours worked during such qualifying year times his base hourly wage rate if he has less than five years of continuous service;
- (b) Four percent (4%) of his total hours worked during such qualifying year times his base hourly wage rate after five or more years of continuous service;
- (c) Six percent (6%) of his total hours worked during such qualifying year times his base hourly wage rate after eight or more years of continuous service;
- (d) Eight percent (8%) of his total hours worked during such qualifying year times his base hourly wage rate after fifteen years or more of continuous service;
- (e) Ten percent (10%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty-two years or more of continuous service;
- (f) Twelve percent (12%) of his total hours worked during such qualifying year times his base hourly rate after thirty years or more of continuous service.



- (g) Fourteen percent (14%) of his total hours worked during such qualifying year times his base hourly rate after thirty-five years or more of continuous service.

Section 3. If an employee's service is terminated for any reason, he or his personal representative shall be paid vacation pay earned at the time of termination, the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year. If an employee has at least 1,200 hours during the currently qualifying year and is terminated for any reason, he or his personal representative shall receive full vacation pay for that year.

Section 4. Hours lost due to compensable industrial accident or in attendance as an official delegate to the convention of the Union, Local Union Business or as an official conferee at the Joint Wage Negotiating Conference between the Union and the Company, or temporarily on official International Union Business will be computed as hours worked (not to exceed 40 hours per week) for the purpose of vacation hours qualification. Employees on Industrial Leave will not be compelled to work any days during their first four (4) qualifying years to receive vacation pay and thereafter, must work one (1) day in each year.

Section 5. Payments under this Article shall be at the base hourly wage rate of the job on which the employee was working on the day he requested vacation payment.

Section 6. No employee will be required to work more than 1200 hours during any qualifying year in order to be entitled to a vacation with pay. Any employee who has worked 1200 hours during any qualifying year and is

on the Company's payroll at the end of any qualifying year will be entitled to a vacation with pay.

Section 7. Any employee who is laid off for any reason or who is on sick leave and who has otherwise qualified for vacation pay as specified above shall be given his vacation pay on request.

Section 8. When a serviceman, having previously been employed for one year or more, returns to work after being released from military service, he is eligible for vacation pay in the amount of the number of days he worked in the last year before entering the service divided by 365, times 40, times the number of weeks vacation his seniority qualifies him for at the time he returns.

Upon reaching his anniversary date after he returns, he is then qualified for the full vacation time based on his original employment date.

Section 9. Credit as hours worked toward vacation eligibility at the rate of 40 hours per week will be computed for hours lost due to sickness or illness.

An employee on sick leave past one year qualifies for vacation pay if he or she works at least one day during the qualifying year.

Section 10. Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire shall be given credit toward vacation rights for prior service with the Company provided such prior service with the Company was at least two (2) years.

Section 11. All hours taken off work as vacation hours shall be included in future vacation hour qualifications.

Section 12. Vacation checks will be paid by separate check.

Section 13. Employees will not be required to take vacation during layoffs, sick leave, leave of absence (including FMLA Leave) or in any week in which a holiday listed in Article 13, Section 1 occurs.

Section 14. Company agrees to the concept of one day at a time vacations and agreements will remain in effect for the duration of this contract as agreed in the respective plants.

## **ARTICLE 18**

### **Pensions**

Section 1. Effective April 1, 2005, all present retirees receiving the \$14.00 pension benefit will have their benefit increased to **\$15.00** per month per year of credited service.

Section 2. Effective April 1, 2005 the amount of pension benefit to which an employee who retires on or after April 1, 2005 is entitled to will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each
	Year of Credited Service
1 – 10	<b>\$43.00</b>
11 – 15	<b>\$44.00</b>
16 and above	<b>\$45.00</b>

Effective April 1, **2006** the amount of pension benefit to which an employee who retires on or after April 1, **2005** is entitled to will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each
	Year of Credited Service
1 – 10	<b>\$45.00</b>
11 – 15	<b>\$46.00</b>
16 and above	<b>\$47.00</b>

Effective April 1, **2006** the amount of pension benefits to which an employee who retires between April 1, **2005**, and April 1, **2006** is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of **\$45.00, \$46.00, and \$47.00.**

Effective April 1, **2007** the amount of pension benefit to which an employee who retires on or after April 1, **2005** is entitled to will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each
	Year of Credited Service
1 - 10	<b>\$47.00</b>
11 - 15	<b>\$48.00</b>
16 and above	<b>\$49.00</b>

Effective April 1, **2007** the amount of pension benefit to which an employee who retires between April 1, **2005** and April 1, **2007** is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of **\$47.00, \$48.00, and \$49.00.**

Section 3. Employees under this Contract who are covered by Schedule A are assigned to a labor grade. The labor grades referred to in Section 2 apply to all employees covered by Schedule A; for purposes of this Article only, all employees who are not covered by the Schedule A will be considered to be in the labor grade whose hourly wage rate most nearly approximates the hourly wage rate of the Production and Maintenance unit employee who is assigned to a labor grade.

The labor grade assigned to an employee immediately preceding his retirement shall be used in determining his pension benefit except that, for an employee whose primary labor grade in one (twelve (12) consecutive month) of the ten (10) years preceding retirement was higher than his labor grade at retirement, such higher labor grade shall be used in determining his pension benefit.

Section 4. Normal Retirement Date - Effective April 1, 2005 the last day of the month in which an employee reaches age 60. In accordance with applicable law, however, an employee will not be required to retire solely because of reaching age 65, and will be granted credited service for time worked after age 65 on the same basis as time worked prior to age 65.

Early Retirement Date - An employee may retire early before age 60 if he is within ten (10) years of his normal retirement date, provided he has ten (10) or more full years of credited service with the Company.

Section 5. Normal Retirement Income - An employee, who retires on or after his 60th birthday, will receive a monthly life income from the Pension Plan provided for in this Contract equal to the applicable amount as set forth in Section 2, multiplied by his years of credited service.

Early Retirement Income Prior to Age 60 - An employee who retires early prior to age 60 will receive monthly retirement income in an amount equal to his monthly retirement benefit figured on credited service to early retirement date, with such amount reduced 1/2 of 1% for each month from age 60 to the date of early retirement. However, an employee credited with thirty (30) years of credited service and having reached age 55 may retire without any loss of benefits.

Section 6. There shall be no duplication of benefits among any qualified retirement plans of the Company, including those of the Company's predecessors, successors and affiliates. The Pension Plan provided for in this Contract would be responsible for any subsequent increases in any pension benefits earned for years of credited service with Kerr Glass Manufacturing Corporation.

Section 7. Disability Retirement Income - If an employee who had ten (10) or more years of credited service becomes permanently and totally disabled on or after April 1, 2005, he may be retired on a monthly disability income figure as if he were age 65 on the date of such disability and such date shall be determined as the last day the employee worked because of such disability, or the last day of reception of the Weekly Sickness and Accident Benefit, whichever is later.

Optional forms of retirement income under Section 10 of this Article, except level income option, will also apply to Disability Retirement Income.

To be eligible for the cash PTD life insurance benefit, the employee must be continuously disabled and unable to work for period of six (6) months from the last day worked.

If there is a dispute regarding the employee's PTD status between the employee's attending physician and the examining physician representing the carrier, the following will apply:

The Company and the Union shall agree upon a physician to which to send the employee for an independent medical evaluation. The physician's decision regarding PTD shall be binding on both parties. However, if the employee is later approved for social security disability, the Company will qualify the employee for PTD. In this case the disability will be effective on the Social Security Disability date, but no earlier than the last date the employee received weekly disability benefits.

The independent medical evaluation will be paid for by the Company.

For purposes of this section, the definition of disability will be the Social Security definition of disability.

**Section 8. Death Benefits after Retirement** - Upon the death of an employee who retires on or after April 1, 1980, and who dies before having received 72 monthly benefit payments, his beneficiary shall receive the same monthly benefit until a total of 72 monthly payments have been made. If an optional form of retirement income is in effect for such an employee and both he and his contingent annuitant die before 72 monthly payments have been made, then the beneficiary shall receive monthly payments equal to the last payment made to either the employee or his contingent annuitant until a total of 72 monthly payments have been made.

**Section 9. Survivor Pension** - Effective April 1, 2005, in the event of the death of an employee who had five (5) years or more of service, the surviving spouse shall

receive an unreduced survivor's pension beginning on the first day of the month following the death of the employee, provided that the employee was age forty (40) or more. In the event that the employee was less than age forty (40) at the time of death, the surviving spouse shall receive an unreduced survivor's pension beginning on the first day of the month following the date the employee would have been age forty (40). The pension amount will be one-half of the pension credited to the employee at the time of death. This survivor's pension will not be reduced for payments beginning before the normal retirement date or for joint and survivor's annuity reductions. This pension shall be paid monthly until the death of the survivor.

**Section 10. Optional forms of Retirement Income -** An employee may choose to take a smaller retirement income upon early or normal retirement and have all or a portion of it continued to another person after his death following retirement, in accordance with rules and regulations set up by the Company's Retirement Board.

\*Please note that a new Pop-Up provision (relative to the spouse option) will be made available. See the SPD for further details.

An employee retiring before being eligible to receive Social Security monthly income benefits may elect a Level Income Option which provides a higher monthly income from the Pension Plan provided for in this Contract from retirement until Social Security benefits are payable and a lower monthly income from the Pension Plan provided for this Contract thereafter. In determining the amount of monthly income, the rules and regulations set up by the Company's Retirement Board shall apply and the primary Social Security benefits estimated to be payable at age 62 (or at the appropriate age if Social Security is amended) shall be actuarially reduced as follows:



Retirement Age	Percentage of Estimated Age 62 Primary Social Security Payable to Age 62
62	100.0%
61	91.1%
60	83.1%
59	76.0%
58	69.6%
57	63.8%
56	58.7%
55	54.0%

Upon reaching age 62, it shall be the retired employee's responsibility to apply for Social Security benefits, because at that time, the Company's portion of the lifetime pension will be reduced by the amount of Social Security benefits that was used in the calculation at time of retirement.

**Section 11. Vested Rights** - If an employee is terminated or quits after completion of five (5) years of credited service, such employee shall have vested rights.

An employee who is terminated or quits on or after January 1, 1989, and who is entitled to vested rights will be entitled to receive, beginning with the month after he attains age 65, monthly retirement income as set forth in Section 2, figured on his years of credited service at date of termination.

**Section 12. Accumulation of Credited Service** - Credited service shall accumulate toward retirement income while an employee is absent for occupational injury or disease until he becomes permanently and totally disabled. Credited service shall accumulate toward

retirement income for non-occupational illness or injury for a period of up to two (2) years. In order to receive the above credits, the employee must return to work as soon as he is able. In no event will less than six-months be credited if the employee is unable to return to work at the end of the two (2) year period.

Section 13. Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehiring shall be given credit toward pension rights for prior service with the Company provided such prior service with the Company was at least two (2) years.

Section 14. When the Company elects to close a plant permanently, an employee under age 60 whose employment was terminated as a result of such closing, may retire and receive a pension benefit figured as if he were age 60 based on his years and months of credited service at the date of such closing, provided he has thirty (30) or more full years of credited service or who is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing.

Section 15. The Pension Plan provided for in this Contract cannot be terminated without the express approval of the International President of the Union and, except where the features described above, subject to appropriate governmental approvals, would indicate changes, the Pension Plan provided by this Contract will be continued.

The Company will develop a new Summary Plan Description covering the Pension Plan and forward such SPD to the International Union for their review and approval within 120 days of the effective date of this agreement. The Union will have 30 days to review the

document. Once approved, copies will be distributed to all covered employees.

A copy of the approved Pension Plan provided for in this Contract, together with all the rules and regulations relating thereto established by the Company's Retirement Board, shall be placed on file with the International President of the Union.

Such Pension Plan will comply with all pension legislation and governmental rulings required by law, that are in effect now or may become effective during the term of this contract.

Section 16. The Company shall establish and maintain a 401(k) plan for all covered employees. The Company shall be responsible for the administration of the plan. Such 401(k) plan will comply with all pension legislation and governmental rulings required by law, that are in effect now and may become effective during the term of the contract.

**Eligibility** – Employees will be eligible to participate on the first of the month following 30 days of service.

**Pre-tax Contributions** – Eligible employees may contribute up to 50% of their earnings in 1% increments, subject to IRS limits.

**Company Match** – The Company will match 25% of the first 8% of employee pre-tax contributions.

**Vesting** – Company match vests 20% at the end of each full year of service, 100% at the end of five years of service. Company match will vest 100% in the event of death, retirement or plant closing.

Catch-Up Contributions – As permitted under EGTRRA employees age 50 and over will be permitted to make catch-up contributions. This catch-up contribution may only be made if the employee makes the maximum permitted pre-tax contribution during the year.

## **ARTICLE 19**

### **Retiree Benefits**

The Company agrees to the principle of a jointly-administered fund into which the Company will contribute, **eighty cents (\$.80) effective 4-1-05, eighty-five cents (\$0.85) effective 4-1-06, and ninety cents (\$0.90) effective 4-1-07**, per actual man hour worked by each of its bargaining unit employees, excluding hours paid for but not worked, for the purpose of providing retiree benefits. Such jointly-administered fund shall be administered in accordance with the provisions of the present Retiree Benefits Trust Agreement.

## **Article 20**

### **Relief**

Section 1. All hourly employees are entitled to, and shall receive, paid relief time as follows:

- (a) 8-hour shift - fifty (50) minutes of lunch and relief period during each shift to be apportioned in accordance with the agreement between the Local Union and the local plant management.
- (b) Rest periods shall not start for fifty (50) minutes after starting time and must stop fifty (50) minutes before quitting time.
- (c) One relief period shall be provided in each half of the shift worked.

- (d) Additional relief shall be provided where heat or cold conditions warrant.

Section 2. All existing agreements on relief shall be continued for the duration of this Contract unless changed by mutual agreement between the Union and the Company. This shall not be construed so as to prevent employees from filing grievances where they are not being supplied necessary relief in accordance with the conditions in their plant.

Section 3. When employees are assigned to work overtime immediately following or preceding their regular shift and the overtime is expected to extend four (4) hours, a relief period of twenty (20) minutes shall be allowed as soon as practical following the end of or preceding the beginning of the regular shift. Any location desiring to continue its present practices may do so.

Section 4. The Company agrees that the appropriate employees will be given proper and equitable heat/cold relief and further agrees to meet with the various local unions twice each year to discuss the general plant preparations for the major seasonal changes.

**Section 5(a). Machine Operators and Machine Upkeep employees will receive an additional fifteen (15) minutes of relief on the first and second shifts between June 1st and August 31st of each year.**

**Section 5(b). Packing Department employees will receive an additional ten (10) minutes of relief on the first and second shifts between June 1st and August 31st of each year.**

## **ARTICLE 21**

### **Supervisory Employees**

Section 1. A supervisory, temporary supervisor or salaried employee shall perform no work of the type customarily performed by employees within the bargaining unit including relief work. Exceptions will be made in cases of emergencies, instruction and development work. The basic responsibility of supervisory employees is direction of the workforce. It is not the Company's policy to have a supervisory employee perform bargaining unit work.

Section 2. Emergencies are defined as conditions involving danger to personnel, product or property.

Section 3. Grievances arising over an alleged violation of this Article must be filed within three (3) work days of the occurrence and will follow the grievance procedure. The supervisor accused of violating this Article, the aggrieved employee and/or his Shop Steward must be present at Step 2 of the grievance procedure.

If the Company agrees at any step of the grievance procedure that there has been a violation of this Article by Management or Supervisory personnel or if the arbitrator so determines, the employee who would have performed the work will receive a monetary award. A reasonable award shall be defined as a minimum of four (4) hours of pay at the rate of the job in which the violation occurred.

Section 4. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract, may, within six (6) months, be returned by the Company to his former job classification without loss of seniority already earned. Should such person be returned after six (6) months, he shall be returned to an entry level job provided there is a permanent opening for which the

Company would have hired a new employee. Such employee shall apply for a withdrawal card within thirty (30) days after advancement.

Section 5. Employees who are temporarily placed in a salaried position or receive training for such position may do so for **ninety (90)** work days during any calendar year. The Local Union may grant extensions. Employees will not be forced to work short as a result of hourly employees being temporarily placed in a salaried position.

**Section 6.** Company agrees to notify the Local Union when an hourly employee is used as a temporary supervisor.

## **ARTICLE 22**

### **Health Benefit Program**

**Separate Health Benefit Programs will be maintained for the Former Ball and the Former Foster Plants as outlined below. It is understood that where available, all employees will be granted the opportunity to choose from either of the Medical Benefit designs listed in Article 22(a) and Article 22(b), further the Company may make available other Medical Benefit designs that the employee may choose from during enrollment periods.**

### **ARTICLE 22(a)**

#### **Health Benefit Program**

Following language applies **ONLY** to the following plants:

Carteret, NJ	Dolton, IL
Dunkirk, IN	El Monte, CA
Henderson, NC	Lincoln, IL
Madera, CA	Port Allegany, PA
Ruston, LA	Seattle, WA

Section 1. The Company shall establish and maintain a comprehensive Group Life, Accident, Medical, Weekly Accident and Sickness, Health Program, Eye Care and Dental Program for all covered employees.

Section 2. The Company shall be responsible for the administration of the Program.

Section 3. \*Insurance benefits and other revisions changed, as a result of this Article shall be effective **April 1, 2005**, unless otherwise indicated. Such benefits shall become effective only for new claims which arise on or after the effective date. Claims for benefits that arise prior to the effective date shall be payable under the provisions of the Program as it existed prior to the effective date.

Section 4. Details of the Company's Insurance Program shall be worked out between the Company and the President of the International Union or his designated representative. A copy together with the Summary Plan Description to provide for the benefits set forth herein which has been agreed to between the Company and the carrier shall be placed on file with the International President and a copy distributed to all covered employees.

Section 5. This Program shall be integrated with any such program required by any Federal or State law involving non-occupational accident and sickness benefits or health benefits which now exist or may become effective during the term of this Contract. There will be no additional cost to the employee nor for his dependents for additional coverages that may be required by a National Health Program that may be enacted during the term of this Contract, except for employee contributions which may be a part of such National Health Program.



Section 6. The comprehensive Medical Benefits and Dental Benefits are coordinated according to standard procedures with benefits from other group plans and governmental health plans under which an employee (and eligible dependents) may also be covered.

Section 7. To assure the greatest benefit for the money expended, it is a mutual responsibility of the Company and the Union to police all usage under the Program.

Section 8. The following standard provisions are included in the Program:

(a) All hourly employees, under this Contract become eligible for coverage under the Program upon completion of thirty (30) calendar days from their date of employment, subject to the provisions of State Disability Benefit laws as they apply to disability benefits.

(b) Definition of Dependents

The term "dependents" includes the employee's spouse and unmarried children from birth to their 21st birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the child or children is under legal guardianship of the employee and residing in the employee's household. Dependent children also includes:

(1) Unmarried children 21 years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their 25th birthday.

- (2) An unmarried child mentally or physically incapable of earning his own living, and who otherwise ceases to be eligible for medical expense benefits due to the attainment of the limiting age may continue to be eligible for benefits coverage under the Program for the duration of the incapacity, provided the coverage does not terminate for any other reason. Proof of incapacity must be furnished to the Insurance Company within the thirty-one (31) days after the child attains the limiting age.
  - (3) A newborn child who, from date of birth, incurs charges for routine nursery care and doctor or special hospital services rendered because of disease, injury, congenital abnormality or hereditary complications, is eligible for coverage from birth under the Program as to those medical expenses.
  - (4) Dependents may only be added to coverage during the annual open enrollment period or within 31 days of a qualified status change.
- (c) If husband and wife are both eligible to enroll for employee benefits, either spouse but not both may enroll for coverage of dependent children. A spouse may be covered as a dependent. If husband and wife work for the Company, when one retires or quits, the working spouse can cover their spouse as a dependent.

(d) Continuation of Coverage During a Period of Absence from Work Due to Accident or Sickness.

(1) Non-Occupational Accident or Sickness

If an employee is absent from work because of nonoccupational disability, his comprehensive Medical, Life, Accidental Death and Dismemberment, Weekly Accident and Sickness, and Dental coverages will be continued up to six (6) months from the end of the month in which the disability occurs without contributions. Coverages for eligible dependents will also be continued for the same period without contributions. Life and Accidental Death and Dismemberment coverages may be continued for the balance of the temporary disability period without contributions. In the event an employee qualifies as a total and permanent disability under the Group Life, all other coverages under the Program will cease including dependent coverages. In the event dependency coverage is to be discontinued, the employee and the Local Union must be given prior notice.

However, if there is a dispute regarding the employee's P.T.D. status between the employee's attending physician and the examining physician representing the Insurance Company then a physician mutually agreed upon between the International Union and the Company will examine the claimant and this physician's

decision regarding P.T.D. shall be binding on both parties. A copy of the physician's final report will be given the employee.

(2) Occupational Accident or Sickness

If an employee is absent from work because of occupational disability, all his coverages under the Program will be continued for the period of temporary disability without contributions. Coverages for eligible dependents will also be continued for the period of temporary disability without contributions. In the event an employee qualifies as a permanent and total disability under the group life, all other coverages under the Program will cease including dependent coverages.

(3) Continuation of Coverage During Layoff

If an employee is laid off, all his coverage will be continued up to six (6) months following the end of the month in which the layoff occurs without contributions. Coverages for eligible dependents will also be continued for the same period without contributions. If, at the end of the six (6) month-period, the temporary layoff continues, the Life and Accidental Death and Dismemberment coverages will be continued for the duration of the layoff without contributions. Employees returning from layoff shall be reinstated immediately. Employees volunteering for layoff will make contributions for all employee and dependent coverages.

- (4) Any extension of coverage under the immediately preceding paragraphs (1), (2), and (3) will cease immediately if the employee dies, retires, goes to work for another employer or becomes self-employed.

(e) Termination of Employment

If employment is terminated all coverages under the Program cease at the end of the month in which termination occurs, except as required by law.

(f) Conversion Privilege

Upon termination of coverage, the option of converting the comprehensive medical and life coverages to individual policies may be exercised by the individual according to the provisions of individual policies made available by the Insurance Carrier. Any cost to convert will be the employees' responsibility.

- (g) An employee whose employment is terminated as a result of a permanent plant closing will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages for eligible dependents will also be continued for the same period without contributions. An employee who is on layoff at the date of the closing will have his coverage continued for the remainder of the six (6) month period under Section 8 (d) (3) without contributions.

- (h) An employee age 65 and older who continues to work has the choice of either Medicare or the Company's program for primary coverage. An eligible dependent spouse age 65 and older also has a similar choice for primary coverage. Payments for Part B of Medicare for such a working employee and such an eligible dependent spouse will be made by the Company only when Medicare is chosen for primary coverage.
- (i) Pre-existing Condition

Coverage for pre-existing conditions will be limited for employees hired after the effective date of this contract and for their eligible dependents. Coverage for injuries or illnesses which existed prior to employment with the Company will be limited to \$25,000 during the first twelve (12) months of employment; subject to HIPPA regulations.

An illness or injury is considered pre-existing if within six(6) months prior to employment with the Company, the employee or eligible dependent was diagnosed, incurred charges, received treatment or took drugs or medicine for that illness or injury. Pregnancy is included within the pre-existing condition limitation. Expenses for a newborn child are not included in the pre-existing condition limitation.

Section 9. Coverage continuations, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (as approved in 1986), will be made available in accordance with the applicable provisions of said Act.

## **Comprehensive Medical Benefits**

- (1) Lifetime maximum per covered member-\$1,000,000.**
- (2) (a) Calendar year deductible per covered member is \$100. The maximum calendar year deductible per covered family is \$300.**

### **(b) Weekly Contributions**

<b>Effective Date</b>	<b>Empl. Only</b>	<b>Empl. +1 Dep</b>	<b>Empl. +2 or More Dep.</b>
<b>April 1, 2005</b>	<b>\$15.00</b>	<b>\$22.00</b>	<b>\$28.00</b>

In addition to medical benefits, the amounts include contributions for Life, Accidental Death and Dismemberment, and Weekly Accident and Sickness benefits.

The Company's cost for benefits through an HMO will not exceed its costs as required for providing the Comprehensive Medical benefits under the Insurance Program.

- (3) Co-payment is 90%/10% for all comprehensive Medical Benefit expenses, except where otherwise indicated. (Dental, eye care and psychiatric care and substance abuse benefits are separate.) Co-payment penalties for failure to provide mandatory pre-certification, or have surgery performed on an out-patient basis where required will be subject to a one thousand (\$1,000) maximum penalty in addition to the regular co-payment.**
  - (a) There is a co-payment out-of-pocket limit of one thousand dollars (\$1000) per covered member per calendar year and three thousand dollars (\$3000) per covered family per calendar year.**

The following out-of-pocket expenses only count towards the one thousand dollars (\$1000) out-of-pocket or, as applicable, the three thousand dollars (\$3000) out-of-pocket limit:

- all comprehensive Medical Benefit co-payments (except 30% co-payments for failures to obtain mandatory pre-certification, or outpatient surgery and except co-payments resulting from diagnostic hospital admissions);
  - all ambulance co-payments;
  - calendar year deductibles.
- (4) After receipt of \$10,000 of benefits or more, individual can have full maximum \$1,000,000 benefit restored if he can prove he has returned to good health.
- (5) Automatic yearly restoration of \$5,000 toward maximum benefit.
- (6) Extended benefits when disabled and coverage canceled up to eighteen (18) months from cancellation date.
- (7) Covered expenses for comprehensive Medical Benefits (subject to 90%/10% co-payment, reasonable and customary and \$100/\$300 deductible) are as follows:
- (a) Daily Hospital Benefits. Applicable semi-private charge. Private room limit is hospital's average semi-private charge.



- (b) **Miscellaneous Hospital Charges.** Coverage for other necessary incidental hospital charges.
- (c) **Surgical Expense Benefits.** Surgeon's and assistant surgeon's standard fees for necessary surgical procedures performed on employees and their covered dependents. This also includes pre-operative and post-operative care by surgeon.
- (d) **Medical Expense Benefits.** Coverage for doctor calls while confined in hospital and prior to the day of an operation.
- (e) **Physical Examination, Diagnostic X-Ray and Laboratory Expenses.** X-Ray and laboratory expenses, one (1) physical examination, including two (2) annual routine pap smears and one (1) annual routine mammogram beginning at age 35. The one (1) physical examination, two (2) annual pap smears and one (1) annual mammogram beginning at age 35 are not subject to the annual deductible.
- (f) **X-Ray and Radioactive Therapy Benefits.** X-Ray and radioactive therapy benefits.
- (g) **Mental Health/Chemical Dependency Treatment.** Outpatient mental health/chemical dependency treatment must be authorized in advance by contacting the Employee Assistance Program (EAP) at the toll-free number provided by the Company. Inpatient mental health/chemical dependency treatment must be authorized seven (7) days in advance of non-emergency admission or in the case of an emergency confinement, within two (2) days, following confinement by notifying the EAP.

Outpatient treatment will be covered at 100% for the first three (3) visits provided they are referred and authorized by the EAP and 90% of reasonable and customary charges for up to 30 additional visits in a calendar year. Inpatient treatment will be covered at 90% of reasonable and customary charges for up to 30 days in a calendar year.

The combined mental health/chemical dependency lifetime benefit maximum will be the medical plan lifetime maximum. Should the covered member not comply with the certification procedures described above, or if the member elects an out of network provider, coverage will be at 70% of the reasonable and customary expenses that would otherwise be covered.

- (h) **Charges of a Licensed Physician.** This includes physician office visits.
- (i) **Prescriptions.** Drugs and medicines which by law require a physician's or dentist's prescription.
- (j) **Chiropractic Treatment.** Charges for chiropractic care will be covered up to a limit of 35 visits in a calendar year. Payment is limited to one visit in a twenty-four (24) hour period and is subject to deductibles and co-payments.
- (k) **Hearing Aids.** The reasonable and customary costs for the purchase of a hearing aid, including expenses for examination and fitting, will be covered at 90% for covered members. However, this benefit is limited to the purchase of one (1) hearing aid per ear for each covered person

once every twenty-four (24) months, and excludes the replacement and repair of any part or parts of such hearing aid following such purchase.

- (l) **Maternity Benefits for Dependent Children.** Unmarried dependent children are covered with maternity benefits the same as employees and eligible spouses.
- (8) **Eye Care.** An employee, after completing six (6) months of continuous service, and his eligible dependents will be reimbursed for the cost of a properly licensed doctor performing a complete eye examination once every two (2) years during the term of this Contract, up to a maximum of \$50.00. If the Company requires examination more frequently for issuance of safety glasses of an employee, such examination will also be covered up to the same maximum. An employee and his eligible dependents will also be reimbursed once every two (2) years during the term of this Contract for the cost either of a pair of lenses (single - \$25.00; bifocal - \$35.00; trifocal - \$45.00; lenticular - \$55.00; progressive lenses - \$70.00) and of frames (\$35.00) or a pair of contact lenses (\$70.00).

**Mandatory Pre-Certification.** An employee or eligible dependent considering an operation or entering a hospital or treatment facility for medical care is required to alert the Company's utilization review administrator by telephone of this possibility five (5) days prior to entering the hospital or treatment facility or receiving such treatment (except for cases of emergency, where notification is required within two (2) days after the admission of the patient).

Employees and eligible dependents who comply with the above requirements will receive the maximum reimbursement allowable under comprehensive Medical Benefits. Covered expenses will be only 70% of the expenses that would otherwise be covered expenses up to a maximum penalty of \$1000 if the employee or eligible dependent does not notify the utilization review administrator in advance as specified above. Should an employee or eligible dependent elect to stay beyond those days that are certified, in-patient room and board charges in excess of the designated number of days that are certified will be covered at 70% of the expenses that would otherwise be covered up to the \$1000 maximum penalty mentioned above.

Mandatory pre-certification facilitates and is required for:

- Hospital admissions
- Individual case management
- Length of stay and discharge planning
- Birthing centers
- Convalescent centers
- Home health care
- Hospices
- Treatment for drug, alcohol, mental or nervous disorders

Standards of medical necessity will be applied to all cases involving pre-certification.

- (10) **Second Opinion Benefit.** The reasonable and customary charges of a consulting physician for a covered surgical consultation, and also the reasonable and customary charges for any laboratory or X-Ray

examination made in connection with the consultation, will be paid.

Benefits are not payable for consultations provided in connection with a normal obstetrical procedure or any procedure for which a surgical expense benefit would not be payable as a comprehensive Medical Benefit, and the proposed procedure must require more than local infiltration anesthesia and be non-emergency in nature.

When a second opinion is needed, it may be obtained by the employee or eligible dependent. A second opinion may also be recommended by the Company's utilization review administrator. In either case, the utilization review administrator will assist the employee or eligible dependent in selecting a physician for a second opinion if assistance is requested. A third opinion will be covered on the same basis as the second opinion in those situations where the second opinion does not confirm the recommendation of the operating physician. In all cases, the decision to obtain a second opinion will be voluntary with the employee or eligible dependent.

- (11) **Outpatient Surgery Benefits.** Outpatient surgery is covered in the same manner as inpatient surgery. When non-emergency surgery can be performed on an outpatient basis and the physical and mental condition of the employee or covered dependent permits, such surgery will be covered at 70% if performed on an inpatient basis.
- (12) **Pre-admission Testing Benefits.** Pre-admission testing is covered at 100% without the application of the deductible. Charges for hospital admission for diagnostic purposes will be reimbursed if the admission

is medically necessary, or if the tests cannot be performed on an outpatient basis.

- (13) Prenatal Care Program. Employees and eligible dependents may elect to participate in a prenatal care program which provides cash rewards and educational assistance.

To be eligible for this voluntary program, the covered member must schedule an appointment with her physician within the first twelve weeks of pregnancy and have the necessary prenatal care records completed. When the initial visit takes place and the record is submitted to the Company insurance administrator, the covered member will receive a cash award of \$100.00.

If the covered member continues regular visits to the doctor, submits at least five more care records to the insurance administrator and notifies the Company of the birth of her baby, she will receive a second cash award of \$100.00.

In addition, the covered member will receive a prenatal care information booklet by notifying the Company of her pregnancy.

#### Life, A.D.&D. and Weekly A.&S. Benefits

(1) Life Insurance	<b>\$29,000</b>
(2) A.D.& D. Insurance	<b>\$29,000</b>
(3) Non-Occupational	<b>\$290</b>
Effective 4/1/06	<b>\$300</b>
(4) Occupational (1st Week)	<b>\$290</b>
Effective 4/1/06	<b>\$300</b>

- (1) Includes an \$19,000 cash PTD benefit in lieu of death benefit, up to age 65. The remainder of the life

insurance (\$10,000) will be a Premium Waiver benefit and will be paid to the beneficiary at death. Effective January 1, 1988, there will be no PTD for employees hired on and after that date. (January 1, 1997 for Carteret, Dolton and Dunkirk, April 1, 2002 for El Monte and January 1, 1987 for Madenia.)

To be eligible for the cash PTD life insurance benefit, the employee must be continuously disabled and unable to work for a period of six (6) months from the last day worked.

If there is a dispute regarding the employee's PTD status between the employee's attending physician and the examining physician representing the Insurance Company, then a physician mutually agreed upon between the International Union and the Company will examine the claimant and this physician's decision regarding PTD shall be binding on both parties. However, if the employee has applied for and is later approved for Social Security disability, the Company will qualify the employee for PTD. In this case the retirement disability benefit will be effective on the date the Social Security disability is determined to have commenced, but no earlier than the last date the employee received weekly disability benefits. In the event the disability is a result of an occupational injury or illness, the retirement disability benefit would be effective on the date the Social Security disability is determined to have commenced, but no earlier than the last date the employee received temporary total disability benefits under any workers' compensation statute.

The independent medical evaluation will be paid for by the Company.

An employee applying for permanent and total disability must apply for the P.T.D. benefit and Social Security disability within twelve (12) months from the last day worked. If the employee is either on workers' compensation or his condition could dramatically change, the employee would be required to document his medical condition with the Company before the expiration of the one (1) year, but he could apply for P.T.D. within five (5) years from the last day worked. The Company will notify such employees and the Local Union on or about ninety (90) days prior to the end of the one (1) year application in writing.

- (2) Twenty-four (24) hour coverage including on-the-job accidents.
- (3) First day accident; 4th day sickness; twenty-six (26) weeks payments limit. Payments for sickness retroactive to the first day if hospitalized within first twenty-eight (28) days of disability, integrated with any Federal or State Law accident and sickness benefit requirements.
- (4) In those states where the Workers' Compensation benefits do not equal **\$290, effective 4-1-06 \$300** the Company will pay an amount, if necessary to equal the applicable amount up to twenty-five (25) weeks, after the first week.
- (5) Employees who elect cosmetic surgery will not be eligible for the non-occupational weekly sickness and accident benefits unless medically necessary or unless specifically included elsewhere in this Article.



## **Life and AD&D Coverage Weekly Costs**

**\$29,000** of Life and AD&D coverage will be provided by the Company at no employee cost. Elected Life and AD&D of **\$36,000** coverage has costs based upon the table below:

Employee Age	*Monthly Cost per \$1,000 of Coverage
Under 30	\$.06
30-34	\$.07
35-39	\$.08
40-44	\$.11
45-49	\$.19
50-54	\$.32
55-59	\$.50
60-64	\$.77
65-69	\$1.37
70-74	\$2.06
75 and over	\$3.65

\*Employee contributions may be made on a pre-tax basis.

### **Dependent Life Insurance Program**

Section 1. The Company will make available a Dependent Life Insurance Program. Eligible employees will have the opportunity to purchase twelve thousand dollars (\$12,000.00) of dependent term life insurance on their spouse; two hundred dollars (\$200.00) on dependent children age 14 days to six months; and four thousand dollars (\$4,000.00) on dependent children age six months and over.

Section 2. The eligibility is the same as set forth in section 8(a) in the introductory sections of this Article.

Section 3. The definition of dependents is the same as set forth in Section 8(b) in the introductory sections of this Article.

Section 4. The weekly contribution for these dependent life coverages is one dollar and twelve cents (\$1.12).

Section 5. The termination of coverage is the same as set forth in Section 8(e) in the introductory sections of this Article.

### **Dental Benefits**

- (1) The Dental Benefits are provided separately from the comprehensive Medical Benefits. To be enrolled for the Dental Benefits, however, an enrollee must also be a participant for the Medical Benefits. A new employee may enroll himself/herself and his/her eligible dependents only after such employee has been employed for one (1) year.
- (2) A separate twenty-five (\$25.00) calendar year deductible for covered dental expenses will apply to each covered member, with a maximum family deductible of seventy-five dollars (\$75.00).
- (3) The following preventive dental procedures will be covered on a reasonable and customary basis at 100%: two (2) check-ups per calendar year, including cleaning, scaling, and fluoridizing; X-Rays once per calendar year. Periodontal surgery will also be covered on a reasonable and customary basis at 100%.

- (4) Most covered dental expenses will be paid on a reasonable and customary basis at 80% (50% with respect to inlays; gold fillings; crowns; fixed bridge-work, etc.).
- (5) Orthodontia - Fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of \$2,000 per covered individual
- (6) Up to \$2,000 of Dental Benefits will be payable in any calendar year. Preventive dental procedures provided at one hundred percent (100%) are excluded from the yearly maximum.
- (7) Dental Benefits are administered according to standard coordination of benefits procedure as set forth in Section 6 of this Article.
- (8) Exclusions and Limitations - Standard Group Insurance exclusions, cosmetic treatment and no coverage for any tooth that was pulled prior to the effective date of coverage. The program will not replace dentures or any other prosthetic appliance more often than once in any five (5) year period for each covered member
- (9) Terms of coverage for Dental Benefits are the same as those set forth in Section 8(i) through 8(h) of this Article.

### **Section 125 Plan**

The Company will install a Section 125 plan which will allow weekly contributions for the insurance plan described in this article to be made on a pre-tax basis. Employees will be required to enroll for benefits on an annual basis. The plan will also include:

Health Care Reimbursement Account-Deposits may be made on a pretax basis not to exceed \$57.69 per week. Contributions to this account may be used to pay for medical or dental expenses that are eligible as deductions on *Federal Income Tax Form 1040 Schedule A*.

Dependent Care Reimbursement Account-Deposits may be made on a pretax basis not to exceed \$96.00 per week. Contributions to this account may be used to pay for qualified dependent and child care expenses.

### **Managed Care**

Managed Care involves a network of arrangements with suppliers of medical services and/or supplies. Managed Care networks will be made available to employees and eligible dependents in locations where available as soon as feasible **after April 1, 2005**. Participation by employees and eligible dependents in such a network will be voluntary.

In locations where the Company implements a managed care program, Comprehensive medical benefits will be paid at 90% for services provided in the network and **70%** for services provided out of the network. In locations where the Company has no network, benefits will be paid at 90% except where otherwise indicated in this Article.

When a network physician refers a covered member to a non-network physician, charges for those out-of-network services will be covered the same as in-network services.

## **ARTICLE 22(b)**

### **Health Benefit Program**

Following language applies ONLY to the following plants:

Burlington, WI	Milford, MA
Pevely, MO	Sapulpa, OK
Waxahachie, TX	Wilson, NC

Section 1. The Company shall establish and maintain comprehensive Group Life, Weekly Accident and Sickness, Health, Eye Care, and Dental Programs for all covered employees. The Company shall be responsible for the administration of the plan.

Section 2. Details of the Company's Program shall be worked out between the Company and the President of the International Union or his designated representative and a copy together with a copy of the Contract to provide for the benefits set forth herein which has been agreed to between the Company and the carrier shall be placed on file with the International President.

The Company will develop new Summary Plan Descriptions covering the Health Benefit Program and forward those to the International Union for their review and approval within 120 days of the effective date of this agreement. The Union will have thirty (30) days to review the document. Once approved, copies will be distributed to all covered employees.

Section 3. This Health Benefit Program shall be integrated with any such program required by any Federal or State Law involving non-occupational sickness and accident benefits or health benefits which now exist or may become effective during the lifetime of the Contract without any cost to employee or any dependent coverage cost

that may be required by a national health program that may be enacted during the term of this Contract, except for employee contributions which may be part of such National Health Program.

Section 4. The Comprehensive Benefits of this Program are coordinated according to standard insurance procedures with benefits from other group plans under which a member may also be covered. This procedure is in accordance with the Coordination Provision of the immediately preceding Program.

Section 5. To assure the greatest benefit for the money expended, it is a mutual responsibility of the Company and the Union to police all health benefit usage.

Section 6. The following standard provisions are included in the Program:

- (1) *All hourly employees*, under this Contract become eligible for coverage under the Program upon completion of thirty (30) calendar days from their date of employment, **unless otherwise noted**, subject to provisions of State Disability Benefit Laws as they apply to disability benefits.

- (2) Definition of Dependents

The term "dependents" includes the employee's spouse and unmarried children from birth to the 21st birthday, including legally adopted children and children who the employee is legally obligated to support in anticipation of adoption. Also included are the employee's stepchildren and the children under legal guardianship upon

presentation of proof that the child or children are under legal guardianship of the employee and residing in the employee's household. In addition, the term dependent includes a child for whom the employee is required to provide health coverage pursuant to a Qualified Medical Child Support Order.

Dependents may only be added to coverage during the annual open enrollment period or within 31 days of a qualified status change.

Dependent children also includes:

- (a) Unmarried children 21 years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their 25th birthday.
- (b) An unmarried child mentally or physically incapable of earning his own living and who otherwise ceases to be eligible for Medical Expense Benefits due to the attainment of the limiting age may continue to be eligible for Benefits Coverage under the Program for the duration of the incapacity, provided the insurance does not terminate for any other reason. Proof of incapacity must be furnished to the Plan Administrator within thirty-one (31) days after the child attains the limiting age.
- (c) **If a dependent becomes ineligible to be a dependent and does not elect COBRA coverage, the former dependent cannot become a covered dependent again if he**

**otherwise meets the eligibility requirements.**

- (3) If husband and wife are both eligible to enroll for employee benefits, either spouse, not both, may enroll for coverage of dependent children. Any person eligible for insurance as an employee can be covered as a dependent.

When a married couple works for the Company and one of them quits or retires, the active employee will be able to cover their spouse as any other dependent.

- (4) (a) An employee age 65 or older who continues to work has the choice of either Medicare or the Company's program for primary coverage. A dependent spouse age 65 or older of such a working employee age 65 or older also has a similar choice for primary coverage. Payments for Part B of Medicare for such a working employee and such a dependent spouse are borne by the Company only when Medicare is chosen for primary coverage.
- (b) Employees who are covered under Medicare due to their disability, but who continue to participate in the medical coverage on the basis of their current employment status will continue to have medical coverage through the company that is primary to Medicare.
- (c) Employees or their dependents who have end-stage renal disease (ESRD) will continue to receive medical coverage through



the Company that is primary to Medicare for the first thirty (30) months of Medicare entitlement.

Section 7. There is continuance of coverage during a period of absence from work due to accident or sickness.

**(1) Non-Occupational Accident or Sickness**

If an employee is absent from work because of non-occupational disability, his Life, Accidental Death and Dismemberment, Sickness and Accident, Health Benefit and Dental coverage will be continued up to six (6) months from the end of the month in which the disability occurs without contribution. Coverage for eligible dependents will be continued for the same period without contributions. Life and Accidental Death and Dismemberment coverage will be continued for the balance of the temporary disability period without contributions but not to exceed five (5) years. In the event an employee qualifies as a total and permanent disability (PTD) under Group Life Insurance, all other coverages under the program will cease including dependent coverage. In the event dependent coverage is to be discontinued, the employee and the Local Union must be given prior notice.

**(2) Occupational Accident or Sickness**

If an employee is absent from work because of occupational disability all his coverage under the Program will be continued for the period of temporary disability without contribution. In the event an employee qualifies as a permanent and total

disability (PTD) under the group life insurance, all other coverages under the Program will cease including dependent coverages.

#### **Section 8. Continuation of Coverage During Layoff**

If an employee is laid off, all his health benefits will be continued up to six (6) months following the end of the month in which the layoff occurs without contribution. Coverage for eligible dependents will also be continued for the same period without contribution. If, at the end of the six (6) month period, the temporary layoff continues, the Life and Accidental Death and Dismemberment Coverage will be continued for the duration of the layoff without contribution. Employees returning from layoff shall be reinstated immediately.

Any extension of coverage under the immediately preceding paragraphs of Section 7 and Section 8 will cease immediately if the employee dies, retires, goes to work for another employer or becomes self-employed.

#### **Section 9. Continuation of Coverage during Mandated Leave**

- (1) **Family and Medical Leave** - Employees will be permitted to continue their medical, dental, prescription and vision coverages for a leave of absence covered by the Family and Medical Leave Act of 1993 (the FMLA). The FMLA states that if the employee requests an approved leave of absence for the employee's own health reasons, to care for an ill family member of the employee, or to care for the employee's new child following birth or adoption. When the leave qualifies under the FMLA, the Company pays its share of the cost of

coverage for the period covered by the leave. See Section 7 for additional coverage during an absence due to the employee's non-occupational accident or sickness. If the employee does not return to work at the end of the FMLA leave he may be entitled to purchase COBRA continuation coverage.

- (2) **Continuation of Coverage during Military Leave** - If the employee takes a military leave whether for active duty or for training, he or she is entitled to continue medical, dental, vision and prescription coverage for up to 18 months as long as the employee gives the Company advance notice (with certain exceptions) of the leave, and provided that the total leave, when added to any prior periods of *military leave* from the Company, does not exceed 5 years (with certain exceptions). If the entire length of the leave is 30 days or less, the employee will not be required to pay any more than the portion paid before the leave. If the entire length of the leave is 31 days or longer, the employee may be required to pay up to 102% of the entire amount (including both Company and employee contributions) necessary to cover an employee who does not go on military leave. If the employee takes a military leave, but that employee's coverage under the plan is terminated, for instance, because the employee did not elect the extended coverage, the employee will be treated as if he had not taken a military leave upon reemployment when determining whether an exclusion or waiting period applies upon the employee's reinstatement to the plan. If the employee does not return to work at the end of the military leave the employee may be entitled to purchase COBRA continuation coverage.

## Section 10. Termination of Employment

- (1) If employment is terminated all coverage under the Program will cease **as of the termination date**, except as required by law. **For those who elect to retire when employment is terminated, all coverages under the Program cease at the end of the month in which termination occurs, except as required by law.**
- (2) In addition to the extension of benefits provided in Sections 7, 8, and 9 certain coverage may be extended in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- (3) An employee whose employment is terminated as a result of a permanent plant closing will have his coverage continue for six (6) months without contribution from the date of such closing. Dependent coverage without contribution will also be continued for the same period. An employee who is on layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period without contribution under Section 8.
- (4) Conversion Privilege

Upon termination of coverage the option of converting the Life Insurance and the Managed Care Medical coverage to individual policies may be exercised by the individual according to the provisions of individual policies made available by the carrier. Any cost to convert will be the employee's responsibility.

# **Section 11. Life Insurance, AD&D, Weekly Sickness and Accident Benefits**

Life Insurance	Effective April 1, 2005	<b>\$29,000</b>
AD&D	Effective April 1, 2005	<b>\$29,000</b>
Weekly Sickness and Accident Benefit:		
Non-Occupational	Effective April 1, 2005	<b>\$290</b>
Occupational	Effective April 1, 2005	
1st - 25th week -		<b>\$290</b>
Next twenty-five (25) weeks:		

After the first week, for the next twenty-five (25) weeks the supplement will be at least \$30 per week or more if necessary so that when added to the Worker's Compensation benefit the payment will produce an amount equal to the non-occupational benefits in effect.

- (1) Includes a \$17,000 cash PTD benefit in lieu of death benefit, up to age 65. The remainder of the life insurance (\$12,000) will be a premium waiver benefit and will be paid to the beneficiary at death. **Effective April 1, 2005, there will be no PTD for employees hired on or after that date.**

To be eligible for the cash PTD life insurance benefit, the employee must be continuously disabled and unable to work for a period of six (6) months from the last day worked.

If there is a dispute regarding the employee's PTD status between the employee's attending physician and the examining physician representing the carrier, the following will apply:

The Company and the Union shall agree upon a physician to which to send the employee for an independent medical evaluation. The physician's decision regarding PTD shall be binding on both parties. However, if the employee is later approved for Social Security Disability, the Company will qualify the employee for PTD. In this case the disability will be effective on the Social Security Disability date, but no earlier than the last date the employee received weekly disability benefits.

The independent medical evaluation will be paid for by the Company.

For purposes of this section, the definition of disability will be the Social Security definition of disability.

- (2) Twenty-four (24) hour coverage including on-the-job accidents.
- (3) First day accident, fourth day sickness; twenty-six (26) weeks payment limit. Payments for sickness retroactive to first day if hospitalized within first 28 days of disability. Integrated with any Federal and State Law Sickness and Accident Benefit requirements.
- (4) Overall coverage per disability is twenty-six (26) weeks. These benefits are to be integrated with Worker's Compensation.
- (5) The Company will take whatever action may be required to guarantee that an employee who is eligible for weekly Sickness and Accident benefits will be paid such benefits each week while he is absent from work because of a non-occupational disability. Such action will be taken only after all required claim

applications have been properly filed and the initial weekly payment has been processed and paid. The Company will take whatever action may be required to guarantee that an employee who is eligible for weekly benefits will be paid such benefits each week while he is absent from work because of an occupational disability.

- (6) In the states that have mandatory state disability insurance plans, the Company will pay the legally required contribution for each employee covered by this Contract. Any benefits received from such plans will be integrated and maintained with the provisions of this Article.

- (7) Dependent Life Insurance

The Company will make available a dependent life insurance program. Eligible employees will have the opportunity to purchase twelve thousand dollars (\$12,000.00) of dependent term life insurance on their spouse; two hundred dollars (\$200.00) on dependent children age 14 days to six months; and four thousand dollars (\$4,000.00) on dependent children six months and over.

The weekly contribution of this dependent life coverage is one dollar and twelve cents (\$1.12).

The eligibility, definition of dependents and termination of coverage provisions of this coverage are the same as found in the introductory sections of this Article.

- (8) Employees who elect cosmetic surgery will not be eligible for the non-occupational weekly sickness

and accident benefits unless medically necessary or specifically included elsewhere in this Article.

## Section 12. Medical Benefits

### Managed Care Medical Plan

A managed health care plan will be installed for employees at each plant as the program becomes available. This program covers medical care only.

A covered member decides each time medical care is needed who will provide treatment. Employees and dependents can select from a large group of hospitals and doctors, called a network. For treatment within the network there is a co-pay for any office (or specialist) visit, each hospital stay, a separate co-payment for emergency room use that is waived if admitted into the hospital and a co-pay for outpatient surgery. The balance for visits and other network care is covered at 100%.

Co-pays	April 1, 2005	January 1, 2006
Office visit	\$15	\$15
Emergency Room	\$100	\$125
Hospital Stay	\$150	\$200
Out-patient Surgery	\$75	\$100

If employees and dependents choose medical care outside the network, **except when referred by an in-network Doctor**, the plan will cover 70% of reasonable and customary charges subject to an annual deductible and an annual out of pocket limit.

### Annual Deductible:

**Effective January 1, 2006, the in- and out-of-network deductibles are separate, but any deductibles paid**



for service at an out-of-network provider will be applied to the deductible required for services at an in-network provider. Payments for dental, vision, and prescription drug claims do not apply to the deductible.

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Individual</b>	<b>\$0</b>	<b>\$250</b>
<b>Family</b>	<b>\$0</b>	<b>\$750</b>

**Annual Out-of-Pocket Maximum:** Effective January 1, 2006, the in- and out-of-network annual out-of-pocket maximums are separate, but any claims paid for service at an out-of-network provider will be applied to the annual out-of-pocket maximum for services at an in-network provider. The annual out-of-pocket maximum does not include co-payments or payments made toward the deductible. Payments for dental, vision and prescription drug claims do not apply to the annual out-of-pocket maximum.

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Individual</b>	<b>\$0</b>	<b>\$2,000</b>
<b>Family</b>	<b>\$0</b>	<b>\$6,000</b>

Managed Care Medical Plan shall have a lifetime maximum of \$1,000,000 per covered individual subject to an automatic yearly restoration of up to \$5,000.

Psychiatric care, prescription drugs, benefit penalties, deductibles and amounts over reasonable and customary do not count towards the out-of-pocket limits.

The following benefits are included under the Managed Care Medical Plan described above and are reimbursed as described:

### **Daily Hospital Benefit**

Applicable semi-private room charges. The private room limit is the hospital's average semi-private room charge.

### **Miscellaneous Hospital Charges**

Coverage for services paid to the hospital for other necessary incidental hospital charges. Coverage will be provided for charges made by a hospital on its own behalf for bed and board and other necessary services and supplies for a mother and her newborn child for up to 48 hours following a normal vaginal delivery and up to 96 hours following a cesarean section. (No authorization is needed from the plan in order to be covered for these amounts of time. However, the employee may still need Pre-Admission Review (PAR) from the plan to avoid a reduction of the dollar amount covered by the plan.) Federal law does not prohibit the mother's or newborn's attending physician, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable).

### **Surgical Expenses**

The surgeon's and assistant surgeon's standard reasonable and customary fees for necessary surgery procedures performed on employees and their covered dependents. This also includes pre-operative and post-operative care by the surgeon.

### **Medical Expense Benefit**

Coverage for doctor calls while confined in the hospital and prior to the day of the operation, paid to the doctor.

## **Voluntary Sterilization**

The charges for voluntary sterilization will be covered.

## **Hearing Aids**

The costs for hearing aids and examinations for them including the replacement or repair of any part(s) of such hearing aid, except batteries following such purchase, will be covered expenses for covered individuals. However, this benefit is limited to the purchase of one (1) hearing aid per ear for each covered person once every twenty-four (24) months.

## **Well Baby Care**

The Program will cover the reasonable and customary cost of one (1) well baby visit in the hospital.

## **Hospital Coverage for Maternity**

The medical coverage will not restrict benefits for any hospital length of stay with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of the above periods. (However, the employee may still need Pre-Admission Review (PAR) to avoid a reduction of the dollar amount covered by the plan.)

## **X-Ray, Laboratory Expenses and Radioactive Therapy**

The reasonable and customary X-Ray, laboratory and radioactive therapy expenses.

### **Pap Smear**

Benefits will be paid for up to two (2) routine pap smears per year.

### **Mammogram**

Benefits will be paid for one (1) mammogram each year.

### **Reconstructive Surgery Following a Mastectomy**

Beginning January 1, 1999, the Women's Health and Cancer Rights Act entitles employees and their covered dependents to receive certain breast reconstruction benefits under the medical plan in connection with a mastectomy. This coverage, which will be provided in a manner determined in consultation with the participant's own physician, will include benefits for the following expenses:

- Reconstruction on the breast on which the mastectomy was performed;
- Surgery and reconstruction on the other breast to achieve symmetry; and the normal plan deductibles and coinsurance will apply. Also, if the participant is covered through an HMO through the Company the HMO will also provide coverage for reconstructive surgery following a mastectomy. Again the reconstructive surgery benefits would be subject to the normal co-payment and coinsurance provisions that apply under that specific HMO's coverage.

## **Extended Care Facilities**

Reimbursement of reasonable and customary charges for up to 180 days at an Extended Care Facility which provides quality medical care and a therapeutic environment for convalescing patients who no longer need to be hospitalized.

## **Home Health Care**

The Program pays for visits to your home by qualified home health care personnel provided by an approved Home Health Care Agency. The Program established and approved in writing by a physician. Benefits are payable for 60 visits per calendar year (four hours of home health care aide will be considered one visit).

## **Hospice Care**

Benefits to assist the terminally ill shall include services provided under an approved Hospice Care Program for such services as:

1. In-patient health care.
2. Physicians Service.
3. Health care services at home.
4. Part-time nursing.
5. Medical equipment.
6. Emotional support services.

## **Extended Health Care**

Benefits are extended for care of an injury or illness when the covered member is disabled and insurance is canceled for up to 18 months from the cancellation date. Coverage applies only to the injury or illness causing the

disability or any subsequent complications that can be directly attributed to the original injury or illness.

### **Voluntary Prenatal Care Program**

Employees and eligible dependents may elect to participate in a prenatal care program which provides cash rewards and educational assistance.

To be eligible for this voluntary program, the covered member must schedule an appointment with her physician within the first twelve weeks of pregnancy and have the necessary prenatal care records completed. When the initial visit takes place and the record is submitted to the company insurance administrator, the covered member will receive a cash award of \$100.00.

If the covered member continues regular visits to the doctor, submits at least five more case records to the insurance administrator and notifies the Company of the birth of her baby, she will receive a second cash award of \$100.00.

In addition, the covered member will receive a prenatal care information booklet by notifying the Company of her pregnancy.

### **Section 13. Psychiatric Care and Substance Abuse Benefits**

The Company will establish a network to manage all psychiatric and substance abuse care. The network will be administered by the Company's Employee Assistance Program (EAP) provider. Short term counseling will continue to be provided at no charge through the EAP. When necessary, the EAP will refer employees and dependents

to a professional network for inpatient and outpatient treatment.

In order for any benefits to be payable all care, inpatient and outpatient, must be certified in advance by calling the EAP/PAR 800 number. If treatment is not certified, Program benefits are reduced to 50% of reasonable and customary.

Benefits under this Section are as follows:

**A maximum of 30-days inpatient care and a maximum of 30 outpatient visits will be provided per year for all mental/chemical dependency treatments. Coverage will be provided as if any other illness, inpatient stays will be treated as a hospital stay and outpatient visits will be considered an office visit.**

**The combined mental health/chemical dependency lifetime benefit maximum will be the medical plan lifetime maximum. Should the covered member elect an out of network provider, coverage will be at 70% of the reasonable and customary expenses that would otherwise be covered.**

#### **Section 14. Voluntary Second Opinion - Surgical Consultations**

The Program will pay 90% of the reasonable and customary charges of a consulting physician for a covered surgical consultation, and 90% of the reasonable and customary charges for any laboratory or x-ray examinations made in connection with the consultation.

A "consulting physician" must be certified by the American Board of Surgery or other specialty board. Only consultations provided before the employee or dependent

enters the hospital for the proposed surgery are covered under this benefit.

Benefits are not payable for consultations provided in connection with a normal obstetrical procedure, any procedure for which a surgical expense benefit would not be payable under the Program.

A surgical consultation may be requested by the employee, the dependent or the operating physician when the proposed surgery is actually performed.

A third opinion will be covered on the same basis as the second opinion in those situations where the second opinion does not confirm the recommendations of the operating physician.

#### Section 15. Pre-Admission Review (PAR)

The PAR Program is designed to assist employees in becoming wise consumers of effective, necessary medical treatment prior to admission and during confinement in the hospital. The Program should assist employees by providing more medical information and in some cases reducing unnecessary hospitalization or an unnecessary length of stay in the hospital.

Prior to admission into the hospital, each covered employee/dependent or his Physician must contact the Pre-Admission Review (PAR) personnel using a toll free number provided by the Company so that PAR personnel may discuss the necessity for and the length of confinement with the employee/dependent's physician prior to admission. PAR personnel will then contact the Physician. The employees only obligations is to notify PAR personnel.



Emergency admissions do not require advance notification to PAR, but the employee/dependent is obligated to contact PAR personnel within 72 hours of admission.

If a person is hospitalized without notifying PAR personnel, plan benefits shall be paid at the rate of 70% of covered charges.

If the PAR personnel and an employee/dependent's Physician cannot agree, the employee/dependent may choose to follow the Physician's recommendation and plan benefits shall be paid in accordance with the Managed Care Medical Plan.

The PAR Program will not restrict benefits for any length of stay in connection with childbirth for a mother or newborn child for less than 48 hours following a normal delivery, or for less than 96 hours following cesarean section. The PAR Program will not require that a healthcare provider obtain authorization for prescribing a length of stay not in excess of the above periods.

#### **Section 16. Weekend Hospitalization**

If an eligible employee or dependent is admitted to the hospital on a Friday or Saturday, the Program will pay 70% rather than the regular program benefits. However, regular benefits will be paid if the admission is required because of an emergency, the Physician insists on a Friday or Saturday admission or surgery is performed that day or the following day.

#### **Section 17. Medical Case Management**

This Program is an additional service under the Plan whereby in the event of catastrophic illness or injury, the

Program will provide professional assistance in obtaining the best and most appropriate care possible.

No one is obligated to make use of the Program or follow the recommendations of the Administrator's staff. This is provided as assistance only.

#### Section 18. Audit Program

A medical expense self audit program pays 50% of the savings to the employee for finding and correcting hospital billing errors and billing errors of other medical providers up to a maximum of \$500. There will be a minimum payment of \$15 (\$30 error).

#### Section 19. Prescription Drug Program

**All Prescription Drug benefits in place under the prior contract will remain in place through December 31, 2005.**

**Effective January 1, 2006, the following Prescription Drug Program will be in place for all employees and dependents that elect from the Medical Benefits outlined above. The co-payments made under the Prescription Drug Program will not reduce the deductible or out-of-pocket maximum of the Medical Benefit selected by the employee.**

**Section 1. Network Pharmacy – Employees will have a network of participating pharmacies available to them. If an employee has their prescription filled at a network pharmacy the employee will be responsible for the applicable co-pay based on the Level of the drug. Prescriptions filled at participating pharmacies may be for no more than a 30-day supply. A mail order program will be made available for employees**

who are taking maintenance drugs or who have a prescription that is written for more than a 30-day supply. Under the mail order program employees can receive up to a 90-day supply of drugs for two (2) times the Retail co-pay.

	<b>Retail Co-pay</b> (up to 30-day supply)	<b>Mail Order Co-pay</b> (up to 90-day supply)
<b>Generic Drugs</b>	<b>\$15.00</b>	<b>\$30.00</b>
<b>Brand Name Drugs</b>	<b>\$25.00</b>	<b>\$40.00</b>

**Section 2. Non-Network Pharmacy – Expenses for drugs purchased from a non-network pharmacy will be reimbursed by claim form. The Company's reimbursement for prescriptions filled outside the network will be limited to 70% after the applicable co-pay has been taken.**

#### **Section 20. Eye Care (Employees and Dependents)**

An employee and his eligible dependents will be reimbursed for the cost of a properly licensed doctor's performing a complete eye examination once every two (2) years, up to a maximum of \$50.00. If the Company requires an examination more frequently for issuance of safety glasses of an employee, such examination will also be covered up to the same maximum. An employee and his eligible dependents will also be reimbursed once every two (2) years for the cost either of a pair of lenses (single - \$25.00; bifocal - \$35.00; trifocal - \$45.00; lenticular - \$55.00; progressive - \$70.00; and of frames - \$35.00) or of a pair of contact lenses - \$70.00.

Company provided safety glasses which are damaged or broken during the performance of the employee's assigned duties will be repaired or replaced at the Company's expense.

## Section 21. Dental Program

The major provisions of the Program are as follows:

- (1) A separate \$25.00 annual deductible for Dental expenses for each covered member, with a maximum family deductible of \$75.00. The program will also cover on a reasonable and customary basis the following preventative dental procedures at 100% without deductible: Two (2) check-ups per calendar year, including cleaning, scaling and fluoridizing, x-rays once per calendar year.
- (2) After deductible, Plan pays 80% of reasonable and customary costs of most covered dental expenses (50% with respect to inlays; gold fillings, crowns, fixed bridgework, etc.).
- (3) Up to \$2,000 of dental benefits will be payable in any calendar year.
- (4) Orthodontics - fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of \$2,000 per covered individual. Payment for orthodontic treatment will be made only for employees (or dependents of employees) with one or more years of service.

## Section 22. Employee Contributions (weekly):

Effective Date	Employee Only	Employee Plus 1	Employee Plus 2 or more
April 1, 2005	\$11.00	\$16.00	\$21.00
January, 1, 2006	\$13.00	\$19.00	\$24.00
January 1, 2007	\$14.00	\$21.00	\$27.00

## **Section 23. Section 125 Plan**

The Company will install a Section 125 plan which will allow weekly contributions for the insurance plan described in this article to be made on a pre tax basis. Employees will be required to enroll for benefits on an annual basis. The plan will also include:

**Health Care Reimbursement Account** - Deposits may be made on a pre-tax basis not to exceed \$57.69 per week. Contributions to this account may be used to pay for medical or dental expenses that are eligible as deductions on Federal Income Tax Form 1040 Schedule A.

**Dependent Care Reimbursement Account** - Deposits may be made on a pre-tax basis not to exceed \$96.00 per week. Contributions to this account may be used to pay for qualified dependents and child care expenses.

## **ARTICLE 23 Equipment Supplied**

**Section 1.** All employees will be furnished new gloves as needed. Old gloves are to be returned when replacements are issued.

**Section 2.** The Company shall provide employees with special tools deemed necessary by the Company to operate machinery and equipment. The employees will be responsible for such tools when provided to them.

**Section 3.** The Company agrees that present agreements and practices for gloves, tools and clothing shall remain in effect for the term of this Contract.

**Section 4.** The Company will replace personal tools or gauges that have been broken or worn out while being

used with reasonable care in the performance of the employee's regular job. The Company shall replace at its expense personal tools and tool boxes owned by employees which are destroyed by fire, flood, or other similar disasters on the Company's premises, up to a maximum liability of **three thousand five hundred dollars (\$3,500)** for any employee.

In order to be eligible, the employees must provide the Company with an up to date list of tools verified by the Company.

Section 5. The Company will pay **\$90.00** per calendar year towards the purchase of safety-toed **work shoes** for employees in the Forming Department, Mould Cleaners, Melt Department, and Batch and Furnace Department **upon presentation of proper receipt.**

## **ARTICLE 24**

### **Reporting Intended Absence**

Section 1. If an employee cannot report for work, the Supervisor shall be informed twenty-four (24) hours in advance or not less than one (1) hour prior to the start of the shift or, in an emergency, as soon as possible. All call-offs should state the intended day of return to work. In the event the Supervisor is unavailable, the employee shall contact another Supervisor. The employee will only be required to furnish reasonable information concerning the absence.

Section 2. An employee unable to continue work during the shift due to illness shall notify his supervisor and continue to work, if possible, until relief can be provided. If an employee wishes to be relieved for other compelling reasons, he shall notify his supervisor and continue to work until relief can be provided.

Section 3. When an absence occurs which involves extraordinary circumstances and such absence initiates disciplinary action, consideration will be given to those circumstances in assessing the severity of the discipline.

## **ARTICLE 25**

### **Military Leave**

Section 1. If, during the life of this Contract, any employees should enter the armed services of the United States, and upon their return, if such employees are physically and mentally fit for employment, the Company will offer them work of a like kind that they were engaged in before entering the service, if such work is available to employees with equal or less seniority than that of the returning servicemen. If such work is not available, returning servicemen will be recalled to work on the basis of their respective positions on the seniority list. This Article is to be administered in accordance with applicable Federal and State Laws.

Section 2. All employees who are members of the National Guard or Military Reserve shall be paid for all time lost while in attendance at the National Guard and/or Military Reserve two week summer camp and for up to five (5) shifts per calendar year while on temporary emergency expedition assignment. The pay shall be at the employee's regular base rate for all hours lost and these hours shall be computed as hours worked for the purpose of vacation hour qualification.

The employee will be paid holiday pay for any holidays that occur during the two (2) week summer camp, subject to the provisions of Article 16, Section 4 (a).

**Section 3. Any employee who is called to active duty in the armed forces will receive his full pay for a**

period of one month. Thereafter he will receive the difference between his military pay and his active employee wage for a period of five months.

## **ARTICLE 26**

### **Bereavement Leave**

Section 1. In the event of the death of a spouse, child, step-child, **foster child**, parent, step-parent, foster parent, mother-in-law, father-in-law, brother, sister, half-brother, half-sister, step-brother, step-sister, grandchild, or grandparent of an employee who has been in the employ of the Company for at least thirty (30) days, the employee shall be paid for time lost, not in excess of three (3) shifts (five (5) shifts for **spouse, child, step child, foster child, parent, step parent, and foster parent**; one (1) shift for son-in-law, daughter-in-law, brother-in-law, and sister-in-law), at his regular base wage rate. Reasonable requests for additional time off without pay will be honored.

Section 2. The Local President, or Vice President or a Local Union Representative shall be granted time off without pay to attend funerals of members of their Local's or member's spouse.

Section 3. If an employee's vacation or holiday(s) is interrupted by such death and he so notifies the Company promptly, the number of days as stated above shall be added to his vacation or holiday(s) with pay.

Section 4. In the event the death of an employee's aunt, uncle, or grandparent-in-law the employee will be granted the day of the funeral off without pay to attend the funeral with documentation of attendance at the funeral.



Section 5. An employee may be entitled to funeral leave pay as provided in Section 1 in the event of the death of a foster mother or foster father, provided that the employee has previously notified the Company in writing of the name of such foster parent within thirty (30) days of the date of employment. Current employees must provide the name of such foster parent within sixty (60) days following the effective date of the Contract. Further, an employee who so designates a foster parent or parents will not be entitled to funeral leave pay for the death of a parent or step-parent.

## **ARTICLE 27**

### **Court Duty**

Section 1. An employee on the active payroll who is called for court duty will receive his regular base rate of pay for any regularly scheduled work hours spent on such court duty.

When an employee is obliged to do court duty during any twenty-four (24) hour period, he shall not be required to work during said twenty-four (24) hour period. If an employee is scheduled to work the midnight shift preceding the day of court duty, he shall not be required to work the midnight shift next preceding and following the day of court duty. Any employee assigned to work the midnight shift preceding court duty and who elects not to work such shift, shall be paid for lost time.

Section 2. An employee on active payroll who serves on court duty Monday through Friday and loses his days off as a result may have Saturday and Sunday off provided he has served on court duty more than one week. Such employee will notify the Company as soon as possible, but in no case later than twenty-four (24) hours prior to his scheduled Saturday shift.

Section 3. It is understood that court duty includes being summoned for jury duty, Tribal Court and/or being subpoenaed as a witness in a case where the employee is not directly involved.

## **ARTICLE 28**

### **No Strike or Lockout**

Section 1. There shall be no strike, sympathetic or otherwise, walkout, slowdown, or work stoppage of any nature by the Union or any Local Union or its members during the term of this Contract. In the event any employee or group of employees participates in any such strike, walkout, slowdown or work stoppage during the term of this Contract, the Union or Local Union agrees upon being notified by the Company to immediately direct such employee or group of employees to resume work.

Section 2. The Company agrees that so long as this Agreement is in effect there will be no lockout on the part of the Company.

Section 3. It being understood and agreed that any strike, walkout, slowdown, or work stoppage not authorized by the Union, or the Local Union, not aided, encouraged, and abetted by the Union or Local Union, shall be deemed for all purposes an unauthorized strike, walkout, slowdown, or work stoppage for which there shall be no liability on the part of the Union, Local Union or its officers.

## **ARTICLE 29**

### **Grievance Procedure**

Section 1. The purpose of this Article is to provide an orderly method for the settlement of all grievances.

If a representative of management fails to give his answer within the time limits specified in any step of the grievance procedure, the grievance may be processed to the next step of the grievance procedure within the time limits set forth in such step.

Grievances shall be presented and processed in accordance with the following steps:

**Step 1:** If an employee has a grievance, he shall within three (3) working days from the date the grievance arises, present it to his immediate supervisor and shop steward for discussion and settlement. The Supervisor shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.

**Step 2:** If the grievance is not settled in Step 1, the employee and shop steward may refer the matter to the Business Committee for investigation. If the Committee considers the grievance just, it shall reduce all facts concerning the grievance to writing, and present it to the employee's department head for discussion and settlement within seven (7) days after the completion of Step 1.

In reducing the grievance to writing, the Business Committee shall set forth with reasonable clearness the nature of the act or acts on which the grievance is based, the time when such acts occurred, the identity of the jobs and employees covered by the grievance, the provisions of the Contract which have been violated, and the remedy requested.

The employee's department head shall answer within seven (7) days after the grievance has been presented to him and his answer shall set forth in written detail and with reasonable clearness the facts and provisions of the Contract on which his decision is based.

If a grievance is appealed to the next step of the grievance procedure, the basis of such appeal shall be set forth in writing by the appealing party. The answer of the other party shall also be set forth in writing.

**Step 3:** If the grievance is not settled in Step 2, the Business Committee shall discuss the matter with the International Representative of the Union and they shall, within fifteen (15) days after receiving the Company's reply in Step 2, meet with appropriate Company representatives for discussion and settlement of the grievance. The Company shall give the International Representative of the Union and the Local Union its decision on the grievance in writing within seven (7) days after the meeting.

**Step 4:** If a grievance is not settled in Step 3 of the grievance procedure, the International Representative shall, within seven (7) days after receiving the decision of the Plant Manager or his designated representative, refer the matter to the International President of the Union or his designated representatives and the Vice President Human Resources of the Company or his designated representative, for discussion and settlement. This step shall be concluded fifteen (15) days after the date on which the grievance is referred to the International President of

the Union and the Vice President Human Resources of the Company or their designated representatives, except that this step may be extended for not more than fifteen (15) days by written notice by one party to the other.

Grievance involving discharge which are not settled in Step 1 of the grievance procedure may be referred in writing, by the Union within three (3) working days following completion of Step 1, directly to Step 3 of the grievance procedure for discussion and settlement. Following referral to Step 3, the matter shall be handled to conclusion at Step 3 within fifteen (15) days, except that this period may be extended for not more than fifteen (15) days by written notice by one party to the other. If the grievance is not settled, as provided above, it shall be referred to Step 4 of the grievance procedure.

Section 2. Grievances involving the administration of incentive systems may not be filed until after a reasonable trial period.

Section 3. It is not the function or right of the Company, or any Local Union and its officers or the officers of the International Union, to change this Contract.

Section 4. All grievance settlements involving pay will be made as soon as possible, but no later than seven (7) days from the date of the settlement. However, an additional period of time will be granted in the event of unusual or extenuating circumstances.

## **ARTICLE 30**

### **Arbitration**

Section 1. All disputes not settled pursuant to the procedure set forth in Article 29, GRIEVANCE PROCEDURE, may be referred to arbitration by notice given to the Company by the Union within ten (10) days after the conclusion of Step 4 of the Grievance Procedure. Such notice shall be in writing, setting forth the matter in dispute and relief requested.

The notice shall also be sent to the American Arbitration Association requesting that within seven (7) days of the receipt of such notice an identical list of arbitrators containing an odd number of not less than seven (7) arbitrators be sent to the Company and the Union. After receipt of the list of arbitrators from the American Arbitration Association, the Vice President Human Resources of the Company or his designated representative and the President of the International Union or his designated representative shall alternately strike one name from the list of arbitrators supplied until only one name remains. The arbitrator whose name remains shall be the arbitrator in the case involved. The right to strike the first name shall be determined by lot. In the conduct of the arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

The Union and the Company may mutually agree to request a panel of arbitrators from the Federal Mediation & Conciliation Service rather than using the services of the American Arbitration Association.

Section 2. The arbitrator shall not have authority to alter, modify, add to or subtract from any of the terms or provisions of this Agreement. Wage rate disputes shall be

processed in accordance with Article 14, Negotiated Rates. It is understood that the arbitrator shall have the authority to establish wage rates under Article 14, Negotiated Rates. The decision of the arbitrator shall be final and binding on the Company and the Union

Section 3. Regardless of the outcome of any matter submitted to arbitration, the cost of such arbitration shall be limited to the arbitrator's salary and expenses and shall be borne equally by both parties. Charges for stenographic fees and expenses shall be borne by the parties ordering such services.

Section 4. Contract arbitrators shall be selected by agreement between the Company and the International Union and shall serve for the term of this Contract.

Section 5. In the event the parties choose to use the contract arbitrators, a notice shall be sent to the appropriate contract arbitrator for scheduling a hearing

## **ARTICLE 31**

### **Health and Safety**

Section 1. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy and that an employee who believes that he is being so required shall have the right to notify his supervisor and shop steward of such condition, which the supervisor and shop steward shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the supervisor or shop steward, the Management Safety Representative and a Union member of the Plant Safety Committee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy. If the issue is not resolved, the employee shall

have the right to present a grievance to the Department Head. After a work condition is determined to be unsafe or unhealthy, safety work orders shall be processed immediately.

Section 2. Each Local Union President may appoint not less than three (3) members of the Local Union to function on the Company respective safety committee. This committee shall meet at least once each month to attempt to resolve safety matters.

Section 3. The Company in each plant will provide first aid facilities and designate on each shift individuals who are trained in and capable of performing first aid to the extent necessary to provide adequate first aid for all employees. Such individual or individuals, who may or may not be members of the bargaining unit, will give first aid to injured employees and in cases of severe injury will stay with the injured employee until relieved by a medical attendant. The Company will provide the necessary training of such individuals.

## **Health and Safety Standards**

### **Professional Medical Care**

- (1) A qualified medical doctor will be designated by the Company in every community where it operates a plant.
- (2) The Plant Doctor will be on call for emergency service or will designate other qualified medical doctors in the same community to take his place during his absence or during those times when he is not available.



- (3) Not later than ninety (90) days from the beginning date of this Contract, each plant safety committee will establish a procedure to provide suitable transportation for injured employees to obtain outside medical attention.

### **First Aid Facilities**

- (1) A separate room will be specifically designated for the purpose of administering first aid and the Company will provide for access to the first aid *room on all shifts.*
- (2) The room will be well lighted, ventilated, and heated; it will also contain necessary plumbing facilities.
- (3) The room will be equipped according to the Plant Doctor's recommendations to include equipment such as cot or bed, storage and dispensing area for medical and first aid supplies, resuscitator, stretcher, clinical records, and with doors wide enough for litter admission.

### **Medical Attendant**

- (1) One (1) full-time medical attendant will be made available by each Company at its various locations.
- (2) The term "medical attendant" can mean a registered nurse, a practical nurse, or full-time first aid attendant who is so qualified because of training and experience, with at least the equivalent of Red Cross certified First Aid and CPR training.

## **Trained Personnel**

The Company will provide first aid training so there will be adequate coverage on each shift, seven (7) days a week.

## **Minimum Industry Standards**

The minimum industry standards shall remain binding for the duration of the Contract.

Section 4. At the request of an employee who is at least thirty-five (35) years of age and has at least five (5) years of service, an employee may receive a physical examination, at the maximum cost to the Company of One Hundred Dollars (\$100.00), by a doctor of his choice, in accordance with the following: if the employee is less than fifty (50) years of age, he may have such a physical examination once every two (2) years; if the employee is fifty (50) years of age or more, he may have such a physical examination once every year. It is understood that if the examination is provided under the health benefit program, the payment would be the actual amount expended by the employee up to \$100.

Section 5. At the request of the employee, he may receive one (1) free chest x-ray each year. It is understood that the payment would be the actual amount of money expended.

## **ARTICLE 32 On-Job Health Protection**

The Company agrees to make available to each employee one tuberculin test, and chest X-ray if the test is positive, at no cost to the employee.

The Company further agrees to continue its best efforts to provide adequate heat, cooling, light and ventilation to employees, and to devise systems to control drafts, noise, fumes, dust, dirt, grease and job hazards.

### **Weight Lifting**

No employee shall be required to perform any job duties, when, in the opinion of the Union and Management, that job requires excessive weight lifting.

Any employee whose job requires excessive weight lifting, and mechanical assistance is not available, shall notify his supervisor for assistance and such assistance will be granted.

### **ARTICLE 33 Fair Employment Practice and Equal Opportunities**

The Company and the Union will comply with all laws preventing discrimination against any employee because of race, color, creed, religion, national origin, age, sex, disability or veteran status. The parties also agree to comply with ADA and FMLA guidelines. Any disputes under this Article as with all other Articles of this Contract shall be subject to the grievance procedure.

### **ARTICLE 34 Permanent Plant Closings and Related Matters**

Section 1. If the Company elects to close a plant or department in a plant permanently, the Company shall negotiate severance pay with the Union for terminated employees.

Section 2. In applications of this Article, the Company will apply a severance pay formula providing for forty (40) hours per year of credited service at the regular base wage rate of pay at any plant closing during the term of this Contract.

Section 3. The labor grade assigned to an employee immediately preceding such closing shall be used as a basis in determining the severance pay except that, for an employee whose primary labor grade in one (twelve (12) consecutive months) of the ten (10) years preceding the closing was higher than his labor grade at the closing, such higher labor grade shall be used in determining the severance pay. The corresponding rate of pay to such labor grade will also be used.

Section 4. Any disputes with respect to this Article shall be subject to the Grievance Procedure, Article 29, including Arbitration, Article 30.

Section 5. An employee who leaves the Company's employment without the Company's consent prior to the closing shall not be eligible for severance pay. However, if such an employee has been able to secure employment with another employer, such consent shall not be unreasonably withheld.

Section 6. An employee who is on a leave of absence covered by terms of this Contract at the time of the closing shall also be entitled to severance pay.

Section 7. An employee who is on sick leave and has either applied or qualified for a permanent and total disability pension shall not be eligible for severance pay. Employees who do not qualify for a permanent and total disability pension shall receive severance pay.

**Section 8. Health Care.** Health care coverage in a closing situation is governed by Article 22 (**Health Benefit Program**), and **Ball Section 8(g)** and **Foster Section 10(3)** of its introductory provisions provides:

Effective April 1, 1999, an employee whose employment is terminated as a result of a permanent plant closing on or after April 1, 1996, will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages for eligible dependents will also be continued for the same period without contributions. An employee who is on layoff at the date of closing will have his coverage continued for the remainder of the six (6) month period under **Article 22 (Health Benefits Program) Foster Section 8 and Ball Section 8 (d) (3) without contributions.**

**Section 9. Pensions.** *Pensions in a closing situation* are governed by Article 18 (Pensions), and its Section 14 provides:

Effective the date of this contract when the Company elects to close a plant permanently, an employee under age 60 whose employment is terminated as a result of such closing on or after the effective date of this Contract, may retire and receive a pension benefit figured as if he were age 60 based on his years and months of credited service at the date of such closing, provided he has thirty (30) or more full years of credited service at the date of such closing or who is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing.

**Section 10. Vacation Pay.** Vacation pay in a closing situation is governed by Section 4 of Article 17 (Vacations), which provides:

If an employee's service is terminated for any reason after he has completed one year or more of service, he or his personal representative shall be paid vacation pay earned at the time of termination the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year, even though he is not on the payroll at the end of the qualifying year.

**Section 11. Resumed Operations.** If the Company should resume manufacturing glass containers at a plant covered by this Contract within five (5) years of the closing, the effective collective bargaining agreement will then be reactivated, and the employees who were terminated as a result of the closing would have recall rights to that plant.

**Section 12. Failure to Give Ninety (90) Day Notice.** In applying Section 1 of Article 10 (Transfer of Employees), if notification is less than ninety (90) days, an employee will be paid for each day less than the ninety (90) day notification. Such pay will be at his regular base rate of pay for an eight (8) hour day for each working day of his regular schedule.

**Section 13. The Company's Hourly Employee Relocation Program** of \$2,000.00 plus \$1.00 per mile between facilities involved will continue for the duration of this contract.

## **ARTICLE 35**

### **Disabled Employees**

**Section 1. Employees disabled by reason of physical disabilities or infirmities shall, upon agreement between the proper Business Committee and the Management, receive a special rate so as to provide work for them.**

Section 2. An employee who is disabled by reason of occupational injury or illness and who is unable to work his regular job will be placed on any job acceptable to him which he is qualified to perform in line with his seniority (and qualifications), at a rate commensurate with the work performed.

Section 3. Any problems arising out of this Article will be settled on a local level between the Company and the Local Union. Any problems not settled on a local level *between the Company and the Local Union* shall be referred to the International President, or his designated representative, and the Vice President - Human Resources, or his designated representative for settlement. If no settlement is reached, the matter may be referred to arbitration by either party.

Section 4. The Contract shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act. Before taking action relative to this Section, the Company will meet with the Local Union and both parties will have sufficient opportunity to express their opinions regarding an anticipated action.

### **ARTICLE 36**

#### **Successors, Transferees and Assignees**

This Contract shall be binding upon the parties hereto, their successors, transferees, and assignees. In the event the Company sells or transfers any plant, this Agreement shall remain in full force and effect and be binding upon the purchaser or transferee and the Company agrees it will include in the purchase agreement that this Contract is binding on the purchaser or transferee.

## **ARTICLE 37**

### **Environmental Control Program**

Section 1. The Company and the Union will continue to cooperate in all legitimate labor- management activities in this area.

Section 2. The Company shall compensate any employee who it requests to conduct any business under the Article. Such compensation shall be for wages for time lost from work as a result of the Company's request.

Section 3. The employer agrees to pay actual lost time wages when an employee participates in protective league meetings, limited to two (2) employees per plant (P&M and AMD combined), attending up to two (2) meetings per year, limited to two (2) days per meeting. Such employees shall be appointed by the Local Union.

## **ARTICLE 38**

### **Separability**

If any provisions of this Contract shall be held invalid or in conflict with any Federal or State law, the remainder of the Contract shall not be affected thereby.

## **ARTICLE 39**

### **Operating Conditions**

Section 1. Except as otherwise specified in this Contract, the number of employees employed in any job shall be determined by the Company and the primary duties of each job shall be defined by each Plant Manager and a copy thereof given to the Local Union. Each Local Union shall have the right to discuss unreasonable work loads.



Section 2. The number of employees in any plant shall be consistent with sound operating practices and procedures and shall reflect reasonable work loads under prevailing local conditions. No employee will be assigned an unreasonable work load and any disputes are subject to the grievance and arbitration procedure.

## **ARTICLE 40**

### **Local Agreements**

Section 1. All Local Agreements will remain in full force and effect during the term of this Contract, unless changed by mutual agreement between the Local Union and Local Management.

Section 2. Machine, product, or equipment premiums which are in excess of the job rates of employees covered by this Contract shall become "personal" premiums and apply only to employees who are regularly receiving such personal premiums.

Section 3. Should the Company discontinue such personal premiums it shall negotiate with the International Union and the Local Union the buy-out method that should be used for discontinuing same. If the Company and the International Union and the Local Union are unable to agree upon the amount or method of buy-out, this matter shall be submitted to arbitration upon the request of either party of the Contract.

Section 4. All Local Agreements which provide for monetary and non-monetary benefits in excess of those provided for in this Contract shall continue and shall not be considered to be inconsistent with or in conflict with the provisions of this Contract.

Section 5. All Local Agreements will be put into writing and signed by the Local Union and Local Plant Management.

The Company shall meet with the Local Union and their International Representatives ninety (90) days prior to the expiration date of this Contract and reduce all Local Union Agreements to writing. A copy of same shall be sent to the International and Local Unions.

## **ARTICLE 41**

### **Subcontracting**

Section 1. The Company agrees that it will not sublet contracts for maintenance, repair and other work in and around the plants under this Contract if such work can be as satisfactorily and as economically performed by bargaining unit employees, provided the Company has the facilities for doing the work within the required time and available trained personnel who can perform the work.

The Company will continue its practice, when needed, of training Production and Maintenance employees who shall do all maintenance and repair work normally performed by them when time, requirements, skills and equipment are available, in the judgment of the Company, to accomplish the work economically.

Section 2. The Company recognizes the Union's desire to retain all work that can be performed by its members. No journeyman/apprentice will be displaced or on layoff during any time that outside contractors are performing work at the Company's facility. When bargaining unit personnel are not trained in the skills needed to perform the work which would be subcontracted, then in such cases employees would be recalled from layoff on a one-for-one basis. In all other cases, there would be no

one displaced or remaining on layoff prior to said subcontracting.

As a condition of contracting work, weekly or as necessary, the Department Head and the Local Union or designee will meet and review the contemplated plans for contracting out of work with the intent of giving primary consideration to fully utilizing the available services of Bargaining Unit employees. During this review, the Company shall furnish a description in writing of the work to be performed, the special equipment to be utilized and explain to the Local Union or designee the extent and available cost information for the job or jobs, the necessity for letting out the job or jobs and the time the job or jobs are to be done. If at the end of this review, the Company decides to contract out the job or jobs, they will advise in writing the Local Union or designee of the contractor to do the job. If the Company contracts out any work, then the Company will review with the Local Union or designee the details of the final contract. In the event the Department Head fails to comply with this Section, the Union shall have the right to file a grievance beginning with Step 3.

Any GMP members not based in the plant in which work is performed and are not employees of the Company shall be considered as subcontractors for purposes of this Article.

Prior to GMP Travel Crews performing work at a facility, Management will meet in advance with the Local Union or designee to discuss the nature and scope of the work to be performed. The Company shall furnish a written description of the work and equipment to be worked on and the time requirements of the project. The utilization of plant journeymen and apprentices will also be discussed at that time. No journeymen/apprentices will be

displaced as a result of Travel Crew members performing work on the premise.

### **Contracting Out For Non-Maintenance Work**

Prior to the Company employing or contracting out any work normally and customarily performed by employees from departments other than the Maintenance Department, the Company shall meet with the Local Union and provide it with a written explanation for its desire to contract the work out.

The Company will give primary consideration to the full utilization of services of bargaining unit employees and will not contract out work that can reasonably be performed by the department employees involved, subject to the provisions of Section 1 of this Article.

If the Company, after meeting with the Local Union or designee, decides to contract out the work, the Union will have the right to file a grievance, beginning with Step 3 of the grievance procedure.

When it is necessary to make major tank repairs or to rebuild tanks, the Company will use available and qualified employees wherever possible to do this work as in the past.

Section 3. Grievances arising over an alleged violation of this Article may be filed at Step 3 of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Article by Management or if the Arbitrator so determines, the employee or employees who would have performed the work will receive a reasonable award.

## **ARTICLE 42**

### **Apprenticeship Program**

The agreed to apprenticeship programs currently in effect shall remain in effect throughout the term of this contract along with their rules, regulations and apprenticeship committee.

#### **Wages of Apprentices**

#### **NATIONAL APPRENTICESHIP PROGRAM**

	<b>Less than Journeyman Rate</b>
0-1000 hours	3.00
1001-2000 hours	2.90
2001-3000 hours	2.80
3001-4000 hours	2.70
4001-5000 hours	2.40
5001-6000 hours	1.90
6001-7000 hours	1.30
7001-8000 hours	.75

Thereafter the full Journeyman rate will apply.

**ARTICLE 43**  
**Wages of Apprentice Machine Operators**

Section 1. The base hourly wage rates of Apprentice Machine Operators shall be as follows:

	Less than Journeyman Rate of the Machine Operating
0-1000 hours	2.10
1001-1750 hours	1.90
1751-2500 hours	1.75
2501-3500 hours	1.60
3501-4000 hours	1.30

Thereafter, the full Journeyman Rate will apply.

Section 2. In no case shall an Apprentice Machine Operator be reduced in rate when transferred to a machine. His present rate will be retained until such time as it comes in line with the applicable schedule set forth above.

Section 3. An Apprentice Machine Operator's seniority as a Journeyman Machine Operator shall begin with the date he began his apprenticeship as a designated or classified Apprentice Machine Operator.

Section 4. All time spent operating glass forming machines **and also in classes relating to operating glass forming machines** shall be credited toward an employee's apprenticeship with a minimum of 4 hours per 8 hour shift and the Company will make its records of such time available to the Local Union or the particular apprentice as reasonably requested.

Section 5. Apprentice Machine Operators transferred to the jurisdiction of this Contract and who are now members of the Union, shall immediately make application and transfer to the operator's Local Union.

Section 6. The Company recognizes that better utilization of the working force can be attained if Apprentice Machine Operators are trained in the operating techniques of all types of machines in its respective plants, and agrees to furnish the opportunity for such training during the apprenticeship period.

Section 7. Any employee other than a Journeyman Machine Operator or Upkeep while operating a machine shall receive the appropriate apprentice rate and will be credited with all time operating a machine toward his apprenticeship.

# **ARTICLE 44** **Wages of Journeymen Machine Operators**

Section 1. The hourly job rates of Journeymen Machine Operators as skilled employees shall be as follows:

Schedule 44  
 Carteret, NJ  
 Dolton, IL  
 Dunkirk, IN  
 Henderson, NC  
 Lincoln, IL  
 Port Allegany, PA  
 Madera, CA

## **Wages of Journeymen Machine Operators**

Machine Type Cavities	Current <u>4/1/04</u>	Effective <u>4/1/05</u>	Effective <u>4/1/06</u>	Effective <u>4/1/07</u>
IS-8 Single	18.58	19.54	19.95	20.36
Double	18.93	19.89	20.30	20.71
Double*	18.99	19.95	20.36	20.77
F Double	19.13	20.09	20.50	20.91
DX	19.13	20.09	20.50	20.91
Triple	19.34	20.30	20.71	21.12
F Triple	19.52	20.48	20.89	21.30
IS-10 Single	18.76	19.72	20.13	20.54
Double	19.11	20.07	20.48	20.89
Double*	19.17	20.13	20.54	20.95
F Double	19.31	20.27	20.68	21.09
DX	19.31	20.27	20.68	21.09
Triple	19.52	20.48	20.89	21.30
F Triple	19.70	20.66	21.07	21.48
Quad	20.13	21.09	21.50	21.91
IS-12 F Triple	19.96	20.92	21.33	21.74
Quad	20.39	21.35	21.76	22.17
Tandem (2 Operators)	19.33	20.29	20.70	21.11
Tandem (1 Operator)	19.51	20.47	20.88	21.29
IS-16 Double	19.51	20.47	20.88	21.29
Double*	19.57	20.53	20.94	21.35
F Double	19.77	20.73	21.14	21.55
DX Tandem (2 Operators)	19.13	20.09	20.50	20.91
Tandem (1 Operator)	19.91	20.87	21.28	21.69
F Triple (2 Operators)	19.52	20.48	20.89	21.30
F Triple (1 Operator)	20.48	21.44	21.85	22.26
IS-20 Double	19.83	20.79	21.20	21.61
Double*	19.89	20.85	21.26	21.67



**Schedule 44(a)**  
**AMD Local 39 – El Monte, CA**  
**Wages of Journeymen Machine Operators**

Section 1. The hourly job rates of Journeymen Machine Operators as skilled employees shall be as follows:

Machine	Current	Effective	Effective	Effective
Type Cavities	<u>4/1/04</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
IS-8 Single	18.72	19.67	20.07	20.47
Double	19.07	20.02	20.42	20.82
Double*	19.13	20.08	20.48	20.88
F Double	19.27	20.22	20.62	21.02
Triple	19.48	20.43	20.83	21.23
F Triple	19.66	20.61	21.01	21.41
IS-10 Single	18.90	19.85	20.25	20.65
Double	19.25	20.20	20.60	21.00
Double*	19.31	20.26	20.66	21.06
F Double	19.45	20.40	20.80	21.20
Triple	19.66	20.61	21.01	21.41
F Triple	19.84	20.79	21.19	21.59
Quad	20.27	21.22	21.62	22.02
IS-12 Tandem 2	19.25	20.20	20.60	21.00
Tandem 1	19.65	20.60	21.00	21.40

**Schedule 44(b)**  
**AMD Local 50 – Seattle**  
**Wages of Journeymen Machine Operators**

Section 1. The hourly job rates of Journeymen Machine Operators as skilled employees shall be as follows:

Machine	Current	Effective	Effective	Effective
Type Cavities	<u>4/1/04</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
IS-8 FDX	19.17	20.12	20.52	20.92
IS-10 DX	19.33	20.28	20.68	21.08

**Schedule 44(c)**  
**Wages of Journeyman Machine Operators**  
**Burlington, WI, Pevely, MO, Milford, MA**  
**Sapulpa, OK, Waxahachie, TX, Wilson, NC**

Section 1. The hourly job rates of Journeyman Machine Operators as skilled employees shall be as follows:

Machine Number of	Current	Effective	Effective	Effective
Type Cavities	<u>4/1/04</u>	<u>4/1/05</u>	<u>4/1/06</u>	<u>4/1/07</u>
IS-8 Single	18.585	19.545	19.955	20.365
	Double	18.935	19.895	20.305
	Dble.*	18.995	19.955	20.365
	F Dble.	19.135	20.095	20.505
	Triple	19.345	20.305	20.715
	F Triple	19.525	20.485	20.895
IS-10 Single	18.765	19.725	20.135	20.545
	Double	19.115	20.075	20.485
	Dble.*	19.175	20.135	20.545
	F Dble.	19.315	20.275	20.685
	Triple	19.525	20.485	20.895
	F Triple	19.705	20.665	21.075
IS-12 Triple	Quad	20.135	21.095	21.505
				21.915
IS-16 Double	19.965	20.925	21.335	21.745
	Dble.*	19.515	20.475	20.885
		19.575	20.535	20.945
	F-Triple			21.355
	One Operator	20.280	21.240	21.650
	Two Operators	19.340	20.300	20.710
IS-20 Double			20.710	21.120
	Dble.*	19.835	20.795	21.205
		19.895	20.855	21.265
				21.675

\*The rates listed above reflect an E-W differential of one cent (1¢), 4/1/05 one cent (1¢), 4/1/06; one cent (1¢), 4/1/07.

DX means double gob expanded center with 5 inch or greater centers, including machines using conversion equipment to achieve 5 inch or greater center.

The Double\* rates apply when running jobs with the specifications as defined in the settlement of the expanded center grievance of 1969.

When any IS-Single runs gallons (or metric equivalent) single gob, it shall be advanced one rate level within that machine type. When any IS machine runs gallons or half-gallons (or metric equivalent) double gob, it shall be advanced one rate level within that machine type.

If a machine is running with one or more sections or heads shut down or an orifice closed off, the rate of pay shall be that listed in the Contract for the type of machine involved prior to shutting a section or sections down or closing an orifice.

Section 2. The above job rates will be paid when a Journeyman Machine Operator is assigned to operate any listed machine. A Journeyman Machine Operator and an Apprentice Machine Operator will be assigned to operate twin machines running multiple **gobs**. The job rate of the Journeyman Machine Operator will be the machine rate applicable to that portion of the twin machine which he is operating and the Apprentice Machine Operator shall receive the appropriate apprentice rate.

Section 3. The above groupings of machines are for the purpose of establishing rate of pay only. A Journeyman Machine Operator will receive the rate for the machine that he is operating. Machine assignments shall be made by Management.

Section 4. New glass forming machine types include the ribbon process machines or glass forming machine types listed in the Article, the workload of which is measurably changed, shall be placed into their logical group by the Company, after notification to the International President of the Union by the Director of Labor Relations of the Company.

Any disputes regarding the proper groupings of either new glass forming machine types which have been in commercial production, for a ninety (90) day trial period including the ribbon process machines or glass forming machine types on which there has been a measurable change in workload shall be referred to the grievance procedure. If not resolved there, it shall be referred to arbitration. No grievance may be filed on any new glass forming machine during the ninety (90) days trial period. Any monetary settlement of such disputes shall be retroactive to the date the grievance is filed.

Section 5. Journeyman Machine Operators who have the capacity and physical fitness to expand their ability to operate various types of machines will be given on-the-job training on the various types of machines in their respective plants. The suggestions and recommendations set forth in the Journeyman Machine Operator On-The-Job Training Program proposed by the National Glass Container Labor-Management Committee are a guide which the Company is urged to follow in developing an On-The-Job Training Program applicable to its own operations.

Section 6. A Journeyman Operator reduced to a Floor Helper will receive 75¢ per hour above the Floor Helper rate.

Section 7. When an operator works on an electronically timed machine, he shall be paid an additional five cents (5¢) per hour above the machine he is working on.

Section 8. In order to reduce the East-West rate differential, the Company will add to all base hourly wage rates over and above any general wage increase one cent (1) per hour effective **April 1, 2005** one cent (1¢) per hour effective **April 1, 2006**, and one cent (1¢) per hour effective **April 1, 2007**.

### **ARTICLE 45(a)**

#### **Wages of Machine Upkeep**

**Carteret, Dofton, Dunkirk, El Monte, Henderson, Lincoln, Madera, Port Allegany, Ruston, and Seattle only.**

Section 1. The base hourly wage rates of Machine Upkeep shall be not less than one dollar (\$1.00) above the highest rated machine operating in the plant.

Section 2. The IS Specialist, Special Upkeep Person, the Upkeep Job Change Journeyman, the Upkeep Forming Machine Mechanic, the Upkeep Feederman, the Upkeep Job Setup Person, the Line Production Assistant, Machine Repair and Process Specialist shall receive a rate not less than seventy-five cents (75¢) above that received by the highest paid Machine Upkeep.

**ARTICLE 45(b)**  
**Wages of Machine Upkeep**

**Burlington, Pevely, Milford, Sapulpa,  
Waxahachie, and Wilson only.**

Section 1. The base hourly wage rates of Machine Upkeep Men will be one dollar (\$1.00) above the highest rated Machine.

Section 2. The Line Upkeep Man shall receive a rate not less than fifty cents (\$.50) above that received by the highest paid Machine Upkeep Man on the line on the shift.

Section 3. The base hourly wage rate of Process Specialist will be one dollar (\$1.00) above the highest paid Upkeep.

**ARTICLE 46**  
**Wages of Crew Leaders**

The Crew Leader shall receive a rate not less than a minimum of one dollar (\$1.00) above that received by the highest paid employee that he leads.

**ARTICLE 47**  
**Wages of Other Job Classifications**

Section 1. Effective April 1, 2005, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, Machine Upkeep Men and Machine Repairmen shall be increased **three per cent (3%)**.

Section 2. Effective April 1, **2006**, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, Machine Upkeep Men and Machine Repairmen shall be increased **three per cent (3%)** per hour.

Section 3. Effective April 1, **2007**, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, Machine Upkeep Men and Machine Repairmen shall be increased **two and one half percent (2.5%)** per hour.

Section 4. Job classifications under this Contract within each plant shall be covered by the Schedule A as installed, except Apprentice Machine Operators, Journeymen Machine Operators, Machine Upkeep Men and Machine Repairmen.

Section 5. In order to reduce the East-West rate differential, the Company will add to all base hourly wage rates over and above any general wage increase one cent (1¢) per hour effective April 1, **2005**, one cent (1¢) per hour effective April 1, **2006**, and one cent (1¢) per hour effective April 1, **2007**.

Section 6. Applies only to Burlington, Milford, Pevely, Sapulpa, Waxahachie, Wilson plants. Whenever the Company decides there is an opening for a Glass Forming Machine Mechanic, the Company may (1) hire a Journeyman or (2) post for an Apprentice. The Company will fill such openings from within provided it does not impair the efficient operation of the plant. The Company shall have a period of ninety (90) days to either fill the opening with a Journeyman or post for an Apprentice.



## **ARTICLE 48**

### **Wage Incentives**

Section 1. Incentive compensation is a premium paid for the effective application of skill and effort above normal. The Company recognizes the principle of sound wage incentive plans for Journeyman Machine Operators and Machine Upkeep Men, and all Forming Machine Mechanics who work on production machines and job changes where it is clear that their establishment will result in increased production and efficiency, increase the earnings of these employees, and reduce the costs of the Company.

The ability of a forming machine to produce quality ware increases as improvements are made in such factors as mold, blank design, the method and amount of cooling, the mechanical design and condition of the machine, the glass feeder or pot operation, and the annealing process. Wage incentive plans for forming machines define performance levels at which incentive earnings will be paid and the amount of such payment.

The effective application of skill and effort above normal by the Journeyman Machine Operator and Machine Upkeep Men, and all Forming Machine Mechanics who work on production machines and job changes in the performance of their duties is necessary in order to attain a satisfactory performance level, and it is for this reason that incentive can be paid to them on the output of the machine.

On the basis of the foregoing, the Company will maintain a sound wage incentive plan for Journeyman Machine Operators, Machine Upkeep Men, and all Forming Machine Mechanics who work on production machines and job changes and the other classifications

currently covered by the Plan as presently applied in each of the Company's plants.

The level of performance and corresponding bonus payment will be defined in the Company's wage incentive plan, the attainment of which should be accomplished by sound operating methods and techniques. Where the Company is presently paying, or in the future pays, money in lieu of bonus it may at any time install a sound wage incentive plan and discontinue such payments in lieu of bonus.

Section 2. The Company agrees that each employee now covered by an Incentive Plan shall receive bonus earnings at the line average or his individual bonus earnings, whichever is greater.

Section 3. On the basis of the foregoing, the Company agrees that during the term of this Contract it will either;

- (a) Maintain a sound wage incentive plan for each plant that will provide Journeymen Machine Operators, Machine Upkeep and other employees presently covered by the Company's Wage Incentive Plan the opportunity to earn extra pay during their hours on incentive when their performance meets the defined performance levels, or
- (b) If the Company elects not to install such an incentive plan in any plant now under this Contract, pay twenty percent (20%) effective **April 1, 2005.**

- (c) All employees covered by a Wage Incentive Plan will receive no less than 20% per hour in bonus for all hours worked.

The levels of performance and corresponding bonus payment will be defined in each plant's wage incentive plan, the attainment of which should be accomplished by sound operating methods and techniques. The plants which are presently paying, or in the future pay, money in lieu of bonus may at any time install a sound wage incentive plan and discontinue such payments in lieu of bonus.

Section 4. Each plan shall periodically, or as established by its plan, review and, when necessary, revise its incentive plan and incentive and bonus rates. Any such changes shall be discussed with the Local Union and International Union prior to implementation.

Section 5. Any incentive system, and any future revision thereof, shall be in accordance with the provisions of Section 1 of this Article. Each plant shall have available for examination as requested by a delegated representative of the Union, a copy of its incentive system and other necessary and pertinent information which may also be requested.

If the International Union finds that a plant's incentive system does not meet the provisions of Section 1 of this Article, it may review the incentive system with the Company.

Section 6. If the Company discontinues an incentive system, in any plant under this Contract, it shall negotiate with the International Union the buy-out method that shall be used for discontinuing the system. If the Company and the International Union are unable to agree upon the amount or method of buy-out, this matter shall be

submitted to arbitration upon the request of either party. Any such buy-out shall be considered to be money in lieu of bonus for the purpose of Section 3(b).

**All past practices with respect to wage incentives, including those related to payment of premium on wage incentives, that were in existence prior to the date of this agreement are null and void and will have no effect. The arbitration decision of Arbitrator Samuel J. Nicholas, Jr. in case No. 04-01582-3 is superseded and reversed upon the execution of this Agreement.**

**ARTICLE 49**  
**Wages of Glass Forming Machine Mechanics**  
**Burlington, Pevely, Milford, Sapulpa,**  
**Waxahachie, Wilson**

Section 1. Effective **April 1, 2005**, the base hourly wage rate for Glass Forming Machine Mechanics and Machinists will be increased by **forty-five cents (\$.45)** per hour.

Section 2. Effective **April 1, 2006**, the base hourly wage rate for Glass Forming Machine Mechanics and Machinists will be increased by **forty cents (\$.40)** per hour.

Section 3. Effective **April 1, 2007**, the base hourly wage rate for Glass Forming Machine Mechanics and Machinists will be increased by **forty cents (\$.40)** per hour.

Section 4. In order to reduce the East/West Differential, the Company will add to all base hourly wage rates, over and above the general increase, one cent (\$.01) per hour effective **April 1, 2005**, one cent (\$.01)

per hour effective **April 1, 2006**, and one cent (\$.01) per hour effective **April 1, 2007**.

## **ARTICLE 50**

### **Training**

Section 1. When the Company introduces any new type of machinery or equipment, affected employees shall receive safety training and orientation pertaining to that machinery or equipment.

Section 2. A new employee coming into the Forming Department will be given adequate orientation and training, **a minimum of forty (40) hours**, on forming safety procedures and practices before he is assigned to relieve or operate a machine. Other departments will establish and implement safety orientation and training programs as needed. All employees are required to follow safe work procedures and practices established by the Company.

## **ARTICLE 51**

### **Special Combined Rate**

For those employees being paid incentive earnings, the special combined rate of pay is defined as the employee's base rate plus his average hourly incentive rate earned in his previous work week. At no time shall the special combined rate be less than the employee's base rate plus twenty per cent (20%) of the forming machine rate effective **April 1, 2005**.

The Special Combined Rate is applicable to the following Articles of this contract:

Article - Transfer of Employees  
Article - Premium Pay  
Article - Holidays  
Article - Vacations  
Article - Military Leave  
Article - Bereavement Leave  
Article - Court Duty  
Article - Plant Closings and Related Matters  
Article - Environmental Control Program  
Article - Training

**All past practices with respect to wage incentives, including those related to payment of premium on wage incentives, that were in existence prior to the date of this agreement are null and void and will have no effect. The arbitration decision of Arbitrator Samuel J. Nicholas, Jr. in case No. 04-01582-3 is superseded and reversed upon the execution of this Agreement.**

## **ARTICLE 52**

### **Cost of Living**

Section 1. During the term of this Contract, annual cost-of-living increases will be made on **April 1, 2006**, and on **April 1, 2007**, in accordance with the provisions of this Article.

Section 2. Cost-of-living increases, if any, will be added by using the Consumer's Price Index (1967 = 100 Urban Wage Earners and Clerical Workers (revised CPI-W)). After the percentage limitations for increases set forth below have been met, the amount of any cost-of-living increase will be a one cent (.01) per hour increase for each .5 of a point rise in the Consumer's Price Index by using the dates as set forth in this Article.

- (a) For the cost-of-living increase on **April 1, 2006**, the base for the twelve month period (**March, 2005, through February, 2006**) will be the index for **February, 2005**, as reported in **March, 2005**. There will be no increase on **April 1, 2006**, unless there has been six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).
- (b) For the cost-of-living increase on **April 1, 2007**, the base for the second twelve (12) month period (**March, 2006, through February, 2007**) will be the index for **February, 2006**, as reported in **March, 2006**. There will be no increase on **April 1, 2007**, unless there has been a six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

**Section 3.** Any cost-of-living increase required under this Article will be paid on the standard hourly base rate required by this Contract and will be paid for all purposes.

**ARTICLE 53**  
**Leave of Absence**  
**Burlington, Milford, Pevely,**  
**Sapulpa, Waxahachie, Wilson**

**Section 1. Personal Leave.** Means any absence from work agreed upon in writing between the employer and employee when the employee, for just cause, requests time off for a definite period of time not to exceed three (3) months. Reasons for leave might be serious illness or death of a member of the family, settlement of an estate, etc. Leave of absence shall not be granted to accept other employment of any kind. The Company reserves

the right to judge whether or not such requested leave of absence is justified. The employee given a leave of absence has his or her job held open during the agreed upon time, but at the elapsing of this period the Company may continue the leave or terminate the employee's employment. The employee's request for leave shall not be unreasonable and the Company shall not be unreasonable in granting leaves. The Company will continue the employee's insurance during the agreed to leave of absence. The Company agrees to give the Local Union written notification of such leave.

**Section 2. Sick Leave.** Means any absence from work because of illness or accident exceeding three (3) work days (including a partial shift for the same cause on any of these three (3) days) which, in the opinion of the attending physician of the employee is necessary. When a partial shift is included in the qualification period for sick leave, there shall be no duplication of payment with weekly sickness and accident benefits for the partial shift. The employee is given a leave when the physician agrees that the employee should be off work, and his or her job is held open during that time. The above requires a doctor's statement giving the nature of the ailment or injury and the probable length of time the employee will be off. Such a statement must be in the hands of the employer prior to seven (7) days after absence from work. Should the period of disability extend beyond the time originally estimated, it will be necessary for the employee to procure a second doctor's report covering the extension. Sick leave will be honored only when the employee is under the care of a recognized physician.

**Section 3. For Dolton, Dunkirk, El Monte, Henderson, Carteret, Lincoln, Port Allegany, Ruston, Seattle, Madera refer to Seniority Article 9.**



## **ARTICLE 54**

### **Execution**

This Contract entered into and effective as of **April 1, 2005**, by and between the Glass, Molders, Pottery, Plastics & Allied Workers International Union, AFL-CIO, CLC, on behalf of itself as the International Union and as agent for and on behalf of its Local Unions, and **Saint-Gobain Containers, Inc.** for those plants listed, is hereby approved and accepted by the Joint Conference of the Union and the Company at their conference concluded this date, and is a Union Shop Contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees described in this Contract, in accordance with existing State and Federal statutes.

### **Standard Tools**

#### **Hot End Floor Person**

- (1) Channel Lock Pliers #420

#### **Journeyman Machine Operators**

- (1) Channel Lock Pliers #420
- (2) Adjustable wrench - 8" or 10"
- (3) Screwdriver - #6
- (4) Box end wrench - 3/4" x 7/8"

#### **Upkeep**

- (1) Same as Operator plus - 9/16" combination box and open end wrench
- (2) 1/2" combination box and open end wrench
- (3) Hacksaw - no blades
- (4) **Brass** hammer

**SCHEDULE A  
AMD LOCAL NO. 166  
DOLTON, ILLINOIS**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
3	Hot End Sweeper	15.245	15.71	16.19	16.60
5	Equipment and Parts Cleaner	15.445	15.92	16.41	16.83

**SCHEDULE A  
AMD LOCAL NO. 121  
DUNKIRK, INDIANA**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
	Furnace & Batch Operator	17.80	18.33	18.88	19.35
8	Forming Dept. Utility	15.61	16.09	16.58	17.00

**SCHEDULE A  
AMD LOCAL NO. 39  
EL MONTE, CALIFORNIA**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
	Equipment and Parts Cleaner	15.68	16.15	16.63	17.05
	Oiler	15.805	16.28	16.77	17.19

**SCHEDULE A  
AMD LOCAL NO. 222  
HENDERSON, NORTH CAROLINA**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
6	Spare Person	15.495	15.97	16.46	16.88

**SCHEDULE A  
AMD LOCAL NO. 111  
CARTERET, NJ**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect 4/1/06	Effect. 4/1/07
7	Utility Maintenance Worker	15.645	16.12	16.61	17.04

**SCHEDULE A  
AMD LOCAL NO. 71  
LINCOLN, ILLINOIS**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect 4/1/06	Effect. 4/1/07
6	Stacker Attendant	15.495	15.97	16.46	16.88
8	Forming Department Utility	15.61	16.09	16.58	17.00

**SCHEDULE A  
AMD LOCAL NO. 75  
PORT ALLEGANY, PENNSYLVANIA**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
6	Stacker Attendant	15.495	15.97	16.46	16.88
7	Mold Cleaner & Polisher	15.595	16.07	16.56	16.98
8	Mold Storage/Job Change Coordinator, Forming Department Utility	15.695	16.18	16.68	17.11
	Mold Storage Job Changer Crew Leader	16.145	17.18	17.68	18.11

**SCHEDULE A  
AMD LOCAL NO. 253  
RUSTON, LOUISIANA**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
11	Production Utility	15.995	16.48	16.98	17.41

**SCHEDULE A  
AMD LOCAL NO. 50  
SEATTLE, WASHINGTON**

Job Group	Job Title	Current Rate	Effect. 4/1/05	Effect. 4/1/06	Effect. 4/1/07
6	Spare Helper	15.585	16.05	16.53	16.94

## **SAINT-GOBAIN CONTAINERS**

On behalf of Saint-Gobain Containers, signed this 1st day of April, 2005 by:

Thomas L. McKnight  
Director, Labor Relations

*James Harrigan*  
Manager, Labor Relations

Phil McPherson  
Vice President Manufacturing

Scott Grau  
Director, Compensation and Benefits

David Knight  
Associate General Counsel

Thomas McDuffee  
Vice President  
Human Resources

Greg Perry  
Manager, General Accounting  
And Compliance

Ed Block  
Manager, Human Resources  
Lincoln, IL

Julie Curtis  
Manager, Human Resources  
Ruston, LA

Todd Glawe  
Manager, Human Resources  
Henderson, NC

Barry S. Healy  
Manager, Human Resources  
Port Allegany, PA

Yolanda James  
Manager, Human Resources  
El Monte, CA

Dana Kratz  
Manager, Human Resources  
Burlington, WI

Max Long  
Manager, Human Resources  
Dunkirk, IN

Jason L. Noble  
Manager, Human Resources  
Seattle, WA

Rich Pelisari  
Manager, Human Resources  
Madera, CA

John Pigaga  
Manager, Human Resources  
Milford, MA

Charles Richardson  
Manager, Human Resources  
Sapulpa, OK/Waxahachie, TX

Thomas Sorbie  
Manager, Human Resources  
Wilson, NC

Paul Spanopoulos  
Manager, Human Resources  
Dolton, IL

Ginny Swanson  
Manager, Human Resources  
Carteret, NJ

Carolyn Wise  
Office Manager

**Glass, Molders, Pottery, Plastics & Allied Workers  
International Union, AFL-CIO, CLC**

On behalf of itself as the International Union and as agent for and on behalf of its Local Unions covered by this Contract.

Signed on the 1st day of April, 2005

Walter Thorn  
Vice President

Wes Royster  
Area Director

Charles Boultinghouse  
Executive Officer

Jerry Cotton  
Executive Officer

Richard Baumcratz  
International Representative

Ben Sallemi  
International Representative

Kim McNeil  
International Representative

Carl Harmon  
President, Local Union #30

Douglas White  
RS, Local Union #30



Hector Sanchez  
President, Local Union #39

Aurelio Romero  
Vice President, Local Union #39

Derrick Smith  
President, Local Union #50

Lynn Sorton  
President, Local Union #54

Dave Bixler  
President, Local Union #71

Brian Higley  
President, Local Union #75

Charles Brown  
President, Local Union #87

Rick Wayman  
President, Local Union #96

Stephen Gordon  
Treasurer, Local Union #111

Joseph Pisano  
Treasurer, Local Union #111

Thomas Gallagher  
President, Local Union #117

Kevin Lowe  
President, Local Union #121

John Brewster  
President, Local Union #125

Randy Meisell  
Local Union #125

Winstone Davis  
President, Local Union #166

Carl Schneider  
Vice President, Local Union #166

William Nelson  
Vice President, Local Union #169

Robert Greenhalgh  
Shop Steward, Local Union #169

Phil Sternfeld  
Vice President, Local Union #193

Joseph Sharpe  
Vice President, Local Union #193

Philip Solomon  
President, Local Union #222

Robert Gregory  
Vice President, Local Union #222

Rickey Stewart  
Vice President, Local Union #239

Dave Simmons  
President, Local Union #239

Daniel Hinton  
Vice President, Local Union #253

Lee Breazeale  
President, Local Union #253

Timothy Chase  
President, Local Union #254

Art Arellanes  
Vice President, Local Union #254

Carter Brisbois  
President, Local Union #226

Steven Clark  
Vice President, Local Union #226

- NOTES -

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